

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 2PSMF-11-0122		PAGE 1 OF 8	
2. CONTRACT NO. GS-06F-0026R		3. AWARD/EFFECTIVE DATE SEP 27, 2012		4. ORDER NUMBER GS-02P-11-PV-D-0014/GS-P		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Lawrence Eng			b. TELEPHONE NUMBER (No collect calls) 212-577-7902		6. SOLICITATION ISSUE DATE
9. ISSUED BY OPERATIONS BRANCH B 26 FEDERAL PLAZA NEW YORK NY 10278		CODE 2PQB		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)		8. OFFER DUE DATE/LOCAL TIME	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278		CODE 2PSMF		16. ADMINISTERED BY OPERATIONS BRANCH B 26 FEDERAL PLAZA NEW YORK NY 10278		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR. LCOR ASSET MANAGEMENT LTD 850 CASSATT ROAD, STE 300 BERWYN PA 193122705		CODE (b) (4)		18a. PAYMENT WILL BE MADE BY PBS PAYMENTS BRANCH P.O. BOX 17181 FORT WORTH TX 76102-0181		CODE BCFA	
CAGE: (b) (4) TIN: (b) (4) TELEPHONE NO.		DUNS: 110560104		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Please	see continuation page for line item details.						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,886,797.56	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. 3 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR LCOR ASSET MANAGEMENT LIMITED PARTNERSHIP (b) (6)				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b) (6)			
30b. NAME AND TITLE OF SIGNER (Type or print) (b) (6)		30c. DATE SIGNED 10/25/12		31b. NAME OF CONTRACTING OFFICER (Type or print) Lawrence Eng 212-577-7902 lawrence.eng@gsa.gov		31c. DATE SIGNED OCT 01, 2012	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Contracting Officer: Lawrence Eng, 212-577-7902, lawrence.eng@gsa.gov</p> <p>Primary Contracting Officer Representative: Thomas Polet, 212-264-9290, thomas.polet@gsa.gov</p> <p>Alternate Contracting Officer Representative(s): None</p> <p>Primary Technical Point of Contact: Juan E. Gonzalez, 212-264-3252, juane.gonzalez@gsa.gov</p> <p>Alternate Technical Point of Contact(s): None</p> <p>Included as part of the contract documents are the following documents:</p> <p>1) Solicitation GS-02P-11-PV-D-0014 and all Amdendments to the Solicitation is hereby incorporated by reference.</p> <p>2) Mandatory "Green Clauses" specified in the attachment and the requirements that all services under this contract be performed in accordance with the GSA Green Policy set forth in the attached GSA Order OGP 2851.2</p> <p>3) Wage Determination CBA-2011-4318</p> <p>4) 2011 R.A.B. Engineer Agreement</p> <p>5) 2011-2014 R.A.B. Commercial Contract</p> <p>6) LCOR proposal dated May 24, 2011, incorporated by reference</p> <p>7) LCOR final proposal revision dated March 22, 2012, incorporated by reference</p> <p>8) Wage Determination 1977-0225, Revision 49</p> <p>9) Draft Local 3 Agreement, dated July 1, 2011.</p> <p>10) Subcontracting Plan signed by LCOR on 08/08/11</p> <p>Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.</p> <p>Accounting and Appropriation Data:</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47.NY0282ZZ. (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61.NY0282ZZ. (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21.NY0282ZZ. (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46.NY0282ZZ. (b) (4)</p> <p>DELIVERY DATE: 10/31/2013</p> <p>Period of Performance: 11/01/2012 to 10/31/2013</p>				7,886,797.56
0002	Maintenance/Architectural/Structural Repairs (performed during normal working hours)				(b) (4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	(Reference Sections C.36 and C.38) Quote a per hour price for providing maintenance/architectural/structural repair services that is expected to exceed the \$5,000 threshold.				
	DELIVERY DATE: 10/31/2013 Period of Performance: 11/01/2012 to 10/31/2013				
0003	Maintenance/Architectural/Structural Repairs (performed during other than normal working hours). (Reference Sections C.36 and C.38) Quote a per hour price for providing maintenance/architectural/structural repair services that is expected to exceed the \$5,000 threshold.	(b) (4)			
	DELIVERY DATE: 10/31/2013 Period of Performance: 11/01/2012 to 10/31/2013				
0004	Overtime Services (Reference Section C.2.18) Quote a per hour price for providing overtime services for overtime utilities request.	(b) (4)			
	DELIVERY DATE: 10/31/2013 Period of Performance: 11/01/2012 to 10/31/2013				
0005	Emergency Overtime Response Services (Reference Section C.23.2) Quote a per hour price for providing emergency overtime response services when requested.	(b) (4)			
	DELIVERY DATE: 10/31/2013 Period of Performance: 11/01/2012 to 10/31/2013				
0006	Miscellaneous Services (performed during normal working hours) (Reference Sections C.17 and C.41) Quote a per hour price for providing miscellaneous services requested over the 45 hours per month threshold.	(b) (4)			
	DELIVERY DATE: 10/31/2013 Period of Performance: 11/01/2012 to 10/31/2013				
0007	Miscellaneous Services (performed during other than normal working hours) (Reference Sections C.17 and C.41) Quote a per hour price for providing miscellaneous services requested over the 45 hours per month threshold.	(b) (4)			
	DELIVERY DATE: 10/31/2013 Period of Performance: 11/01/2012 to 10/31/2013				
1001	Option I - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.	(b) (4)			OPT 7,886,797.56

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2001	<p>Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. . (b) (4)</p> <p>DELIVERY DATE: 10/31/2014 Period of Performance: 11/01/2013 to 10/31/2014</p> <p>Option II - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.</p>				
	<p>Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. . (b) (4)</p> <p>DELIVERY DATE: 10/31/2015 Period of Performance: 11/01/2014 to 10/31/2015</p> <p>Option III - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.</p>				
3001	<p>Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. . (b) (4)</p>				

OPT
8,104,269.24

OPT

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
4001	1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. . (b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. . (b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. . (b) (4)				
	DELIVERY DATE: 10/31/2016 Period of Performance: 11/01/2015 to 10/31/2016				
	Option IV - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.				OPT
	(b) (4)				
	Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. . (b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. . (b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. . (b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. . (b) (4)				
5001	DELIVERY DATE: 10/31/2017 Period of Performance: 11/01/2016 to 10/31/2017				
	Option V - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.				OPT
	(b) (4)				
	Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. . (b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. . (b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. .				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
6001	<p>(b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>DELIVERY DATE: 10/31/2018 Period of Performance: 11/01/2017 to 10/31/2018</p>				
	<p>Option VI - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.</p> <p>Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>DELIVERY DATE: 10/31/2019 Period of Performance: 11/01/2018 to 10/31/2019</p>				OPT
7001	<p>(b) (4)</p> <p>Option VII - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.</p> <p>Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. .</p> <p>(b) (4)</p> <p>DELIVERY DATE: 10/31/2020</p>				
					OPT

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
8001	Period of Performance: 11/01/2019 to 10/31/2020				OPT
	Option VIII - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.	(b) (4)			
	Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. .				
	(b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. .				
	(b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. .				
	(b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. .				
	(b) (4)				
9001	DELIVERY DATE: 10/31/2021 Period of Performance: 11/01/2020 to 10/31/2021				OPT
	Option IX - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.	(b) (4)			
	Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. .				
	(b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.H08.PGA61. .NY0282ZZ. .				
	(b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. .				
	(b) (4)				
	1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. .				
	(b) (4)				
	DELIVERY DATE: 10/31/2022 Period of Performance: 11/01/2021 to 10/31/2022				

As a result of the General Services Administration's sustainability requirements outlined in the General Services Administration Order OGP 2851.2 dated January 7, 2011 (attached) the following Federal Acquisition Regulation and General Services Administration Manual clauses shall be incorporated into the contract.

FAR 52.252-2, Clauses Incorporated By Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/index.html>
<https://www.acquisition.gov/gsam/gsam.html>

(End of clause)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.

(Reference FAR 52.204-4)

FAR 52.223-1 Biobased Product Certification.

(Reference FAR 52.223-1)

FAR 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(Reference FAR 52.223-2)

FAR 52.223-3 Hazardous Material Identification and Material Safety Data.

(Reference FAR 52.223-3)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information.

(Reference FAR 52.223-5)

FAR 52.223-7 Notice of Radioactive Materials.

NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, ten days prior to the delivery of, or prior to completion of any servicing required by this contract of,

items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—
 - (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

FAR 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items.

ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS
(MAY 2008)

(a) *Definitions.* As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting Officer.

(End of clause)

Alternate I (May 2008). As prescribed in [23.406](#)(d), redesignate paragraph (b) of the basic clause as paragraph (c) and add the following paragraph (b) to the basic clause:

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)):

CERTIFICATION

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

FAR 52.223-10 Waste Reduction Program.

(Reference FAR 52.223-10)

FAR 52.223-11 Ozone-Depleting Substances.

As prescribed in [23.804](#)(a), insert the following clause:

OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definition.* “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by [42 U.S.C. 7671j](#) (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

FAR 52.223-12 Refrigeration Equipment and Air Conditioners.

(Reference FAR 52.223-12)

FAR 52.223-15 Energy Efficiency in Energy-Consuming

(Reference FAR 52.223-15)

FAR 52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.

(Reference FAR 52.223-17)

GSAM 552.223-70 Hazardous Substances.

Hazardous Substances (May 1989)

- (a) If the packaged items to be delivered under this contract are of a hazardous substance and ordinarily are intended or considered to be for use as a household item, this contract is subject to the Federal Hazardous Materials Act, as amended (15 U.S.C. 1261-1276), implementing regulations thereof (16 CFR Chapter II), and Federal Standard No. 123, Marking for Shipment (Civil Agencies), issue in effect on the date of this solicitation.
- (b) The packaged items to be delivered under this contract are subject to the preparation of shipping documents, the preparation of items for transportation, shipping container construction, package making, package labeling, when required, shipper's certification of compliance, and transport vehicle placarding in accordance with Parts 171 through 178 of 49 CFR and the Hazardous Materials Transportation Act.
- (c) The minimum packaging acceptable for packaging Department of Transportation regulated hazardous materials shall be those in 49 CFR 173.

(End of clause)

GSAM 552.223-71 Nonconforming Hazardous Materials.

Nonconforming Hazardous Materials (Sep 1999)

- (a) Nonconforming supplies that contain hazardous material or that may expose persons who handle or transport the supplies to hazardous material and which require replacement under the inspection and/or warranty clauses of this contract shall be reshipped to the Contractor at the Contractor's expense. The Contractor agrees to accept return of these nonconforming supplies and to pay all costs occasioned by their return.

- (b) "Hazardous materials," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (c) If the Contractor fails to provide acceptable disposition instructions for the nonconforming supplies within 10 days from the date of the Government's request (or such longer period as may be agreed to between the Contracting Officer and the Contractor), or fails to accept return of the reshipped nonconforming supplies, such failure:
- (1) May be interpreted as a willful failure to perform,
 - (2) May result in termination of the contract for default and
 - (3) Shall be considered by the Contracting Officer in determining the responsibility of the Contractor for any future award (see FAR 9.104-3(b) and 9.406-2).
- (d) Pending final resolution of any dispute, the Contractor shall promptly comply with the decision of the Contracting Officer.

(End of clause)

GSAM 552.223-72 Hazardous Material Information.

HAZARDOUS MATERIAL INFORMATION (SEP 1999)

Offeror shall indicate for each national stock number (NSN) the following information:

NSN	DOT Shipping Name	DOT Hazard Class	DOT Label Required
			Yes [] No []
			Yes [] No []
			Yes [] No []

(End of provision)

GSA ORDER

SUBJECT: GSA Green Purchasing Plan

1. **Purpose**. The purpose of this order is to establish GSA's Green Purchasing Plan (GPP). The GPP includes requirements to promote the purchase of environmentally sustainable products and services. This order requires GSA to incorporate these requirements into daily operations and to work towards increasing and expanding markets for environmentally sustainable products and services.

This order outlines agency-wide guidance for an effective green purchasing plan; and contains a preference program, a program to promote the preference program, and requirements for annual review, monitoring and reporting of the effectiveness of the GPP.

GSA's GPP fulfills the green product procurement requirements of various laws (e.g., the Solid Waste Disposal Act of 1976 (also known as RCRA), the Farm Security and Rural Investment Act of 2002 (FSRIA), the Energy Policy Act of 2005 (EPACT), and the Energy Independence and Security Act of 2007 (EISA)), Executive Orders, and Federal Acquisition Regulation. The GSA GPP is one of GSA's vital environmental programs, part of the overall GSA Strategic Sustainability Performance Plan.

2. **Cancellations**. GSA Order ADM 2800.23, *Maximizing Purchases of Recycled Content Paper and Paper Related Products and Waste Prevention/Reduction*, dated February 2, 1995, and OGP Policy Memorandum 2851.1, *GSA Affirmative Procurement Program*, dated March 15, 2000, are canceled.

3. **Nature of revision**. This order updates and expands the GSA's GPP to comply with current statutory and Executive Order requirements in a comprehensive way.

4. **Background**. Executive Order 13514, *Federal Leadership in Environmental, Energy, and Economic Performance*, (October 5, 2009) requires the Federal government to demonstrate leadership in sustainable acquisition and foster the market for sustainable technologies and environmentally preferable materials, products, and services. It also requires Federal agencies to ensure that 95 percent of new contract actions, including task and delivery orders, for products and services are energy-efficient, water-efficient, biobased, environmentally preferable, non-ozone depleting, contain recycled content, or are non-toxic or less-toxic alternatives.

Executive Order 13423, *Strengthening Federal Environmental, Energy, and Transportation Management* (January 24, 2007) requires Federal agencies to include the acquisition of biobased, environmentally preferable, energy-efficient, water-efficient and recycled content products in agency acquisitions of goods and services. It also requires agencies to reduce the quantity of toxic and hazardous chemicals and materials acquired.

Various laws and parts of the Federal Acquisition Regulation (FAR) require that agencies purchase environmentally sustainable products and services. The applicable laws and parts of the FAR are mentioned in the relevant sections of this plan.

5. **Implementing actions.** All GSA employees are responsible for complying with the attached GSA Green Purchasing Plan, though the GPP delineates some specific roles and responsibilities.

Each Head of the Contracting Activity (HCA) will develop an implementation plan that, at a minimum, addresses applicable elements of this plan. HCAs shall not delegate implementation of this plan exclusively to contracting functions. For purposes of this plan HCA means the Associate Administrator of the Office of Governmentwide Policy; the Commissioner of the Federal Acquisition Service (FAS); and the Commissioner of the Public Buildings Service (PBS). The Associate Administrator of the Office of Governmentwide Policy serves as the HCA for Central Office contracting activities outside of FAS and PBS.

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GSA Green Purchasing Plan

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1. Sustainable Acquisition at GSA

1.1 GSA Policy

Effective immediately, all applicable GSA contract actions shall require the supply or use of:

- EPA Comprehensive Procurement Guideline (CPG)–designated products;
- ENERGY STAR® or Federal Energy Management Program (FEMP) designated products;
- Electronic Product Environmental Assessment Tool (EPEAT)-registered products;
- USDA designated BioPreferred/Biobased products;
- EPA WaterSense or other water efficient products;
- Non-ozone-depleting products or alternatives listed under the EPA SNAP (Significant New Alternatives Policy);
- Products containing non or less toxic chemicals or containing alternatives to those on EPA’s Priority Chemicals list;
- Alternative fuel vehicles and alternate fuels;
- Environmentally Preferable products or services; and
- Otherwise determined to be environmentally sustainable products.

1.2 Applicability

This policy applies to all new contract actions in support of GSA operations and using GSA funds. For the purposes of this policy, contract actions include new contracts (and orders under them), and new orders on existing contracts. They also include acquisitions below the simplified acquisition threshold and those made with a Government purchase card.

1.3 Required Actions

1.3.1 Acquisition Planning

Agency acquisition plans and solicitations shall, as applicable:

- Specify needs for printing and writing paper consistent with the 30 percent postconsumer fiber minimum content standards;
- Require procurement of the products and services described in section 1.1;
- Comply with the Guiding Principles for Federal Leadership in High Performance and Sustainable Buildings (Guiding Principles), for the design, construction, renovation, repair, or deconstruction of Federal buildings; and
- Require contractor compliance with Federally mandated environmental requirements, when the contractor is operating Government-owned facilities or

vehicles to the same extent as the agency would be required to comply if the agency operated the facilities or vehicles.

1.3.2 Synopses and eBuy descriptions

In addition to the statement of work, synopses and eBuy descriptions must provide a clear and concise description of the applicable requirement for environmentally sustainable products or services.

1.3.3 Evaluation factors

Unless an exception applies, consider to the maximum extent practicable a preference for environmentally sustainable products or services (see 1.3.1), when developing best value evaluation factors.

A contractor's supply and use of environmentally sustainable products or services should be considered as a factor in evaluating the contractor's past performance.

1.3.4 Post award

Personnel responsible for monitoring contractor compliance with specifications or other contractual requirements shall monitor compliance with requirements for the delivery or use of environmentally sustainable products or services. These responsibilities include (i) Requesting environmental technical assistance, if needed; and (ii) ensuring that the contractor complies with any reporting requirements relating to environmentally sustainable products or services.

When applicable, include in the Contractor Performance Assessment Reporting System (CPARS) contractor compliance with specifications or other contractual requirements requiring the delivery or use of environmentally sustainable products or services as a past performance data element.

1.4 Exceptions

The contract action file must be documented prior to award with the appropriate exception to justify any procurement over the micro-purchase threshold that does not require the supply or use of items that satisfy the requirements of this plan.

Generally, there are 3 situations when GSA may justify not purchasing products or services listed in Section 1.1:

- (1) A product or service meeting the sustainability requirements is not available competitively within a reasonable time frame.
- (2) A product or service meeting the sustainability requirements does not meet appropriate performance standards.

(3) A product or service meeting the sustainability requirements is only available at an unreasonable price.

These exceptions vary depending on the sustainability characteristic (energy-efficiency, recovered content, etc.). See Appendix A for specific exceptions for different types of products and services.

In each case, the exception must be approved at the applicable level. Each HCA shall establish a designee to review and approve exceptions.

2. Roles and Responsibilities

All GSA employees with a role in GSA acquisitions are responsible for ensuring that contract actions satisfy sustainability standards or are appropriate and properly-documented exceptions.

2.1 GSA Senior Sustainability Officer

- Establish annual agency-wide green purchasing goals
- Coordinate and submit the annual status report on green purchasing to the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), and the Office of the Federal Environmental Executive (OFEE) (see Section 3.5)
- Monitor enterprise-level performance; identify and pursue corrective actions
- Review and ensure execution of implementation plans
- Support the GSA Chief Acquisition Officer in promoting the GPP and providing guidance to GSA's acquisition workforce

2.2 GSA Office of Governmentwide Policy

- Update the GPP annually, or as needed, to remain current
- Develop an implementation plan for central office contracting functions outside of PBS and FAS
- Promote the GPP to GSA's acquisition workforce to ensure awareness and compliance
- Establish procedures to monitor and track procurement data for purchases of green products and services
- Develop and implement agency-wide green purchasing training program
- Establish a formal compliance monitoring system, including contract compliance reviews, to assess and improve GSA's sustainable acquisition compliance
- Provide annual reporting requirements to the GSA Senior Sustainability Officer for the annual report to the OMB, OFPP and OFEE

2.3 Federal Acquisition Service (FAS) Commissioner

- Ensure compliance with GPP for all purchases in support of internal operations
- Develop an implementation plan for FAS
- Increase number and visibility of sustainable products and services offered through GSA *Advantage!*[®] and the GSA Global Supply[™] ordering site
- Engage industry to identify the environmental impacts of all products and services from a lifecycle perspective
- Conduct analyses of the green product market and customer buying behavior to meet Federal sustainable acquisition goals
- Ensure that all FAS employees complete green purchasing training
- Provide the GSA Senior Sustainability Officer procurement data in support of Executive Order and other reporting requirements.
- Encourage industries to adopt end of life management programs (or take back programs) which increase resource efficiency.
- Raise awareness and educate industry on how to comply.
- Monitor FAS–level performance; identify and pursue corrective actions

2.4 Public Building Service (PBS) Commissioner

- Ensure all facilities and services comply with sustainable acquisition requirements, including:
 - building design, repair, renovation, construction, and deconstruction
 - operations, management and maintenance
 - custodial services
- Develop an implementation plan for PBS
- Ensure that all PBS employees complete the applicable green purchasing training
- Conduct analyses of the green product market and identify industry trends that can be adopted to meet GSA's sustainable acquisition goals
- Provide the GSA Senior Sustainability Officer procurement data in support of Executive Order and other reporting requirements.
- Monitor PBS–level performance; identify and pursue corrective actions

2.5 Program/Project Managers

- Complete green purchasing training required by GSA
- Define all applicable environmental and energy conservation objectives associated with the acquisition, including operations and maintenance and end-of-life considerations

- Develop specifications and performance requirements for green products and services that comply with the GPP
- Identify product and service areas where significant environmental impact can be achieved through acquisition of sustainable products or services
- Work with the Contracting Officer to resolve any environmentally related contract performance issues
- When multiple environmental standards apply to a product or service, assist the environmental technical experts and Contracting Officer to select the product or service that meets all applicable standards; or otherwise minimizes overall environmental impact.
- Provide rationale for the applicable FAR or Executive Order exception to the Contracting Officer justifying any acquisition that will not involve the procurement of green products or services (see Section 1.4)
- Collect procurement data in support of Executive Order and other reporting requirements.

2.6 Contracting Officers and Contract Specialists

- Complete green purchasing training required by GSA
- Procure products and services that comply with the policy outlined in the GSA Green Purchasing Plan
- In conjunction with Program Office/Project Manager ensure that acquisition plans, at a minimum, include:
 - All applicable environmental and energy conservation objectives associated with the acquisition consistent with the Green Purchasing Plan] and FAR Part FAR 23)
 - Rationale for any exceptions to purchasing green
 - Any other requirements at FAR 7.105(b)(16)
- Ensure proper approval of the applicable FAR or Executive Order exception for any product or service that does not comply with green purchasing requirements (see Section 1.4)
- Include all required FAR and GSAR solicitation provisions and contract clauses
- When multiple environmental standards apply to a product or service, consult with technical experts (e.g., Program/Project Managers) to select the product or service that meets all applicable standards; or otherwise minimizes overall environmental impact. When either a USDA-designated (biobased) item or an EPA-designated Comprehensive Procurement Guidelines (CPG) item can be used for the same purposes, and both meet the agency's needs, purchase the EPA-designated item.
- Enter purchase information into FPDS-NG, as required, including environmental attributes
- Ensure the contractor complies with all environmental-related performance requirements

2.7 Purchase Card Holders

- Complete green purchasing training through the GSA purchase card course
- Procure products and services that comply with the policy outlined in the GSA Green Purchasing Plan
- Use the GSA *Advantage!*[®] Environmental Aisle to procure green products and services to the maximum extent practicable
- Use the GSA *Advantage!*[®] Environmental Aisle to identify green products and services even when not purchasing electronically through GSA *Advantage!*[®]

2.8 Contracting Officer's Representatives (CORs)

- Complete green purchasing training required by GSA
- Ensure the contractor complies with all environmental-related performance requirements
- Notify the Contracting Officer of any compliance-related issues
- Maintain contract report deliverables that track sustainable procurement data required to support Executive Order and other reporting requirements

3. Implementation

Each Head of Contracting Activity (HCA) will develop an implementation plan that, at a minimum, addresses: Training; Promotion and Education; Compliance Monitoring and Corrective Action; Annual Review; Reporting; and Recognition and Incentives within their areas of responsibility. The implementation plans shall describe how each element will be accomplished, the parties responsible for the implementation, and a strategy for monitoring performance and identifying and taking corrective actions. The implementation plans should be developed in collaboration with the relevant regional offices and include responsibilities and actions at the regional level.

3.1 Training

Purchase card holders must complete the green purchasing training through the GSA purchase card course available at the GSA Online University (OLU).

Contracting Officers, Contracting Officer Representatives, and Program/Project Managers (regardless of purchasing authority) must complete green purchasing training available at the GSA Center for Acquisition Excellence (www.cae.gsa.gov).

All other agency personnel will complete general awareness training on buying green available at GSA OLU.

Respective managers are responsible for ensuring that employees receive the required training. Training statistics will be reported to the GSA Senior Sustainability Officer as

required to comply with Office of Management and Budget (OMB) reporting requirements.

3.2 Promotion and Education

GSA will supplement formal training efforts with other opportunities to educate its employees on green purchasing requirements and best practices. GSA will employ the following strategies to promote the GPP and its message to agency employees:

- Making the GPP and other relevant guidance available electronically through GSA's external website at www.gsa.gov/sustainability.
- Posting the GPP, the implementation plans, and supplemental material to an internally-accessible wiki page in a format suitable for frequent updates;
- Identifying and communicating successful case studies to agency employees;
- Presenting relevant information at various events, such as conferences, acquisition workforce celebrations, Earth Day activities, etc.; and
- Communicating updates to the GPP and other green purchasing requirements via e-mail.

GSA will also communicate the GPP's message to customers and industry through various educational efforts, including the following:

- Making the GPP and other relevant guidance available electronically through GSA's external website at www.gsa.gov/sustainability;
- Presenting relevant information at GSA, customer agency, and vendor conferences;
- Updating "green" icons on *GSA Advantage!*[®] to ensure their accuracy and to conform to new purchasing requirements and;
- Communicating examples of innovative success stories, such as showcasing green buildings;
- Hosting green product and service showcases; and
- Highlighting sustainable terms and conditions in GSA's inter-agency acquisition vehicles.

3.3 Compliance Monitoring and Corrective Actions

HCA's are responsible for ensuring compliance with purchasing requirements. This may be achieved in a variety of ways, including issuing supplemental guidance, providing additional oversight, or identifying training opportunities. Monitoring shall include periodic trend analyses and procedures for identifying and implementing corrective actions as well as a process of reporting instances of chronic non compliance to senior management as appropriate. All contract files, credit card statements, and other documentation are also subject to compliance reviews. HCA's shall take corrective actions to resolve deficiencies identified in compliance reviews.

While GSA may implement these formal measures of compliance monitoring, all employees share the responsibility of evaluating successes and identifying opportunities to improve performance.

3.4 Annual Review of GPP

The GPP is a living document that will be modified as necessary. The Office of Government-wide Policy, in coordination with FAS and PBS, will review the GPP annually to ensure compliance with new requirements and to monitor its effectiveness as a green purchasing resource guide.

The GPP and implementation plans will be posted to an internally-accessible wiki page in order to capture comments, questions, and other feedback from across the agency. The page will also allow GSA to post or link to supplemental materials and resources as best practices evolve. This may include practical resources for buyers, such as sample solicitation/contract language, justification to exceptions, contracting templates, and green contract examples.

3.5 Reporting

RCRA, FSRIA, E.O.s 13423 and 13514 require agencies to provide information to OMB and to OFEE for a report to Congress and the President, respectively, on statutory and E.O. implementation.

When requested by OMB/OFPP and OFEE, the GSA Senior Sustainability Officer must submit an annual status report on green purchasing to OMB, OFPP, and OFEE. This report includes acquisition of all of the green products, or services that use such products, identified in the E.O.s: recycled content, Energy Star and FEMP-designated, EPEAT-registered, alternative fuel vehicles/alternative fuels, biobased products, environmentally preferable, non-ozone depleting, and low- or non-toxic or hazardous chemicals and materials.

OGP is responsible for tracking and reporting green purchasing activity to the GSA Senior Sustainability Officer in support of the agency's annual status report. HCAs must develop methods and procedures in their implementation plans to capture data on green purchasing and provide it to OGP. Those methods and procedures should be automated to the greatest extent possible. The annual status report¹ must, at a minimum, address:

- RCRA standard report for FPDS data;
- Status of review of product specifications, descriptions, and standards regarding newly designated products;

¹ For FY2010, OFPP is not requesting data reports from agencies.

- Review of the FPDS and contract compliance monitoring reviews for compliance assessment and trend analyses and associated findings;
- Data for purchases of 7 specified EPA-designated recycled content products made from GSA. The data includes: type of purchase (direct or contract); total dollar amount of these products purchased; or percentage of facilities using these products; whether agency-specific specifications for these products require the use of recovered materials; and technical impediments to increasing the purchase of these products;
- Justification as to why CPG products were not purchased and a plan as to how GSA will increase purchases;
- Instances where green product purchases are waived or requirement found impracticable;
- Barriers to the procurement of green products meeting the Agency's requirements;
- Report of green procurement training provided to agency personnel.
- Purchase of USDA-designated biobased products; and
- Qualitative information on the purchase of Energy Star, FEMP-designated, EPEAT-registered, water conserving, and environmentally preferable products.

The GSA Senior Sustainability Officer may analyze the data to identify strengths and weaknesses of the GSA GPP and relay them to service and staff offices.

3.6 Recognition and Incentives

3.6.1 GreenGov Presidential Awards Program

The GreenGov Presidential awards program, administered by the Council on Environmental Quality, celebrate extraordinary achievement in the pursuit of President Obama's Executive Order 13514 on Federal Leadership in Environmental, Energy and Economic Performance.

All GSA GreenGov nominations must go through the GSA Environmental Awards Program. For more information on the GreenGov program, visit the [program website](#).

3.6.2 GSA Environmental Awards Program

The GSA Environmental Awards program was created in response to EO 13101, "Greening the Government through Waste Prevention, Recycling and Federal Acquisition" to reward environmental excellence. Since the first GSA Environmental Award program in 1997, GSA has honored over 200 project teams and individuals for their leadership in environmental management.

The GSA Senior Sustainability Officer administers the annual GSA Environmental Awards Program in which the Administrator recognizes employees for their successful efforts in areas such as sustainability, innovation, building or fleet energy efficiency,

renewable energy, community engagement, waste prevention, recycling, green procurement, and Green Buildings.

To the extent practicable, the GSA award categories are consistent with the GreenGov categories. Requests for nominations will appear at least annually in the "GSA Update" circulated to all GSA employees. Any GSA employee may submit nominations, including procurement, program, environmental personnel, supervisors, or co-workers. Winners of the GSA Awards will be nominated to the OFEE for consideration in the GreenGov Awards. For more information, visit the [GSA Public Buildings Service](#) portal.

3.6.3 Additional Incentives

Managers are encouraged to incentivize sustainable efforts for their employees to the extent they are allowed. Incentives may include, but are not limited to:

- Written recognition of their efforts;
- Non-monetary awards;
- Monetary bonus award;
- Office celebration and/or award ceremony;
- Creation of an office of business portfolio-specific environmental award program;
- Nomination for an environmental award; and
- Inclusion of environmental responsibilities in Associate Performance Plan and Appraisal System (APPAS).

Appendix A: Environmental Attributes and Standards

A.1 Products

The sections below describe specific green purchasing requirements for products by environmental attribute or standard. The attributes or standards are:

- Recovered materials
- Energy efficient
- EPEAT-registered
- Biobased
- Water efficient
- Non-ozone-depleting substances
- Priority chemicals
- Alternative fuel vehicles and alternate fuels
- Environmentally preferable

For some of these attributes, EPA, DOE, or USDA has designated specific products that have the attribute. For others, there are specific standards that can be applied to a product to determine whether or not it has an attribute. For still others (such as “environmentally preferable”), general guidelines are available for this determination. In addition, for some attributes the FAR includes a clause that requires the contractor to certify that a product has a certain attribute; for other attributes, there is no such requirement.

The authorities are provided as a reference only; in most cases, this GPP goes beyond statutory and regulatory requirements because it requires that 100% of all applicable products or the products supplied or used in performance of a service be green and in some cases specifies special procedures for exceptions in Sec. 1.4.

The description of each attribute is structured as follows:

- GSA Purchasing Requirement
- Authority (Public Laws, FAR authorities, etc.)
- Find and Purchase
- Additional Resources

A.1.1 Products containing Recovered Material

a. GSA Purchasing Requirement

GSA buyers shall purchase EPA-designated items composed of the highest percentage of recovered materials practicable. EPA has designated more than 60 items within the following product categories. When purchasing items within these categories, buyers

shall only purchase products that meet EPA's CPG recommended recovered materials content levels:

- Construction Products
- Landscaping Products
- Non-Paper Office Products
- Paper and Paper Products
- Park and Recreation Products
- Transportation Products
- Vehicular Products
- Miscellaneous Products

When purchasing CPG items, buyers shall purchase the item with the highest recovered materials content practicable, without jeopardizing the intended use of the product while maintaining a satisfactory level of competition at a reasonable price. When no CPG item is available containing the percentages of recovered materials recommended by EPA, buyers shall purchase the item with the highest percentage of recovered materials practicable, accounting for the conditions above and other environmental considerations. For example, if EPA designated Product X and recommended that it contain 50 percent recovered materials, but only products with 40 percent recovered materials are available in the geographic area in which a purchase is being made, then the buyer shall purchase the product containing 40 percent recovered materials.

When an EPA-designated (CPG) item and USDA-designated (biobased) item will be used for the same purposes and both meet the agency's needs, all other factors being equal, buyers shall purchase the CPG item.

b. Authority

In addition to EOs 13423 and 13514, the authorities below also address recycled content products.

Public Laws

Under Section 6002 of the Resource Conservation and Recovery Act (RCRA), EPA is required to designate items that are or can be produced with recovered materials and to recommend practices for buying these items. RCRA Section 6002 also requires purchasing agencies to establish Affirmative Procurement Programs (APP) for EPA designated items.

Federal Acquisition Regulation

FAR Part 23 requires agencies to purchase recovered materials content products.


- FAR 23.403 – Requires competitive cost-effective purchases of products that meet reasonable performance requirements and are composed of the highest percentage of recovered materials practicable.

- FAR 23.404 – Requires agencies to have an APP that provides guidelines for purchasing items with recovered material.
- FAR 23.404(b) – Agencies affirmative procurement programs must require that 100 percent of purchases of EPA-designated items contain recovered material content, unless the item cannot be acquired (i) Competitively within a reasonable time frame; (ii) Meeting reasonable performance standards; or (iii) At a reasonable price.
- FAR 23.406 – Requires the insertion of contract clauses regarding Recovered Material Certification (FAR 52.223-4), Estimate of Percentage of Recovered Material Content for EPA-Designated Products (FAR 52.223-9), and Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (FAR 52.223-17).
- FAR 23.706 – Requires the insertion of the *Waste Reduction Program* clause (FAR 52.223-10) in all solicitations and contracts for contractor operation of government-owned or government-leased facilities, and for services at these locations.

c. Find and Purchase

To purchase items composed of recycled content, buyers may search for designated items by category on EPA's CPG web site:

- Construction Products
- Landscape Products
- Non-Paper Office Products
- Paper & Paper Products
- Park & Recreation Products
- Transportation Products
- Vehicular Products
- Miscellaneous Products

Visit the GSA Environmental Products Portal to view GSA *Advantage!*[®] or GSA Global Supply[™] System to identify compliant items available for purchase. GSA Buyers must request the recovered material content product that meets CPG requirements. CPG items are currently identified with the symbol  for quick reference in both GSA *Advantage!*[®] and the GSA Global Supply[™] System. The purchaser is responsible for ensuring that the product actually meets CPG standards.

d. Additional Resources

EPA's Comprehensive Procurement Guidelines
<http://www.epa.gov/cpg>

FedCenter
<http://www.fedcenter.gov/programs/buygreen/>
Compilation of Green Products

A.1.2 Energy-Efficient Products

a. GSA Purchasing Requirement

When purchasing any energy consuming product, GSA buyers shall purchase only ENERGY STAR®-qualified and FEMP-designated products, except as provided by the FAR. This includes, but is not limited to, all items in the following product categories:

- Appliances
- Building Products
- Computers & Electronics (see Section A.1.3 for EPEAT-registered products)
- Heating & Cooling
- Lighting & Fans
- Plumbing

b. Authority

In addition to EOs 13423 and 13514, the authorities below also address energy-efficient products.

Public Laws

The Energy Independence and Security Act of 2007 (EISA 2007) requires Federal agencies to employ the most energy-efficient designs, systems, equipment, and controls that are life-cycle cost effective. Section 524 encourages Federal agencies to minimize standby energy use in purchases of energy-using equipment. Section 525 requires Federal procurement to focus on ENERGY STAR® and FEMP-designated products. Section 433 requires designs for new construction and major renovations to perform 30% better than ASHRAE 90.1-2004 and to apply sustainable design principles. Section 435 requires all new leases (with some exceptions) to be in buildings with the ENERGY STAR® designation.

Section 104 of the Energy Policy Act (EPACT) of 2005 requires Federal agencies to procure only ENERGY STAR® and FEMP designated products, unless (1) an ENERGY STAR® or FEMP product is not cost-effective over the life of the product taking energy cost savings into account or (2) no ENERGY STAR® or FEMP products is reasonably available that meets the functional requirements of the agency. It also requires that GSA shall only supply ENERGY STAR® or FEMP designated products for all product categories covered by these programs, except when (1) the ordering agency specifies in writing that no ENERGY STAR® or FEMP designated product is available to meet the buyer's functional requirements or (2) no ENERGY STAR® or FEMP designated product is cost-effective for the intended application over the life of the product, taking energy cost savings into account.

Federal Acquisition Regulation

The following sections of Part 23 pertain to ENERGY STAR® and energy-efficient items:

- FAR 23.203 – Requires the purchase of ENERGY STAR®, FEMP-designated, and Low Standby Power products.
- FAR 23.204 – An agency is not required to procure an ENERGY STAR® or FEMP-designated product if the head of the agency determines in writing that—
(a) No ENERGY STAR® or FEMP-designated product is reasonably available that meets the functional requirements of the agency; or is cost effective over the life of the product taking energy cost savings into account.
- FAR 23.205 – Requires maximum use of energy-saving performance contracts.
- FAR 23.206 – Requires inclusion of clause 52.223-15 in solicitations and contracts involving energy consuming products.



Other










GSA is a signing member of the Promoting Sustainable Environmental Stewardship of Federal Electronic Assets FEC MOU. Following the guidelines of the MOU is part of the OMB Environmental Stewardship Scorecard requirements. In the MOU, GSA agrees to promote the acquisition of energy efficient equipment.



c. Find and Purchase



ENERGY STAR® is a voluntary labeling program designed to identify and promote energy-efficient products to reduce greenhouse gas emissions. ENERGY STAR® products generally use 20%–30% less energy than required by Federal standards. The ENERGY STAR® designation is also given to buildings that are in the top 25% in energy efficiency compared to similar types of buildings.

The Department of Energy’s Federal Energy Management Program (FEMP) sets purchasing specifications, including standby power levels, for energy-efficient product categories commonly purchased by Federal agencies. Products meeting these performance requirements fulfill FEMP-designated product requirements. In general, FEMP does not address products covered by Energy Star standards, unless a separate standby power standard is needed. Please note that FEMP does not endorse specific products.






The table below identifies product categories for which there currently are ENERGY STAR® or FEMP requirements. ENERGY STAR® items are identified with the ENERGY STAR® symbol  and FEMP products are identified with the FEMP symbol . To find these items, visit the ENERGY STAR or FEMP web sites.


APPLIANCES	
<u>Clothes Washers</u> 	<u>Refrigerators</u> 
<u>Dehumidifiers</u> 	<u>Room Air Cleaners and Purifiers</u> 
<u>Dishwashers</u> 	<u>Water Coolers</u> 
<u>Freezers</u> 	
BUILDING PRODUCTS	
<u>Electric Motors</u> 	<u>Roof Products</u> 

Ice Machines 
Pressureless Steamers 







Seal and Insulate 
Windows, Doors and Skylights 






COMPUTERS & ELECTRONICS

Audio/Video 
Battery Chargers 
Computers 
Cordless Phones 
Digital to Analog Converter Box 




Displays 
Imaging Equipment 
Set-top Boxes & Cable Boxes 
Televisions 



HEATING & COOLING

Air Conditioning, Central 
Air Conditioning, Room 
Boilers 
Dehumidifiers 
Fans, Ventilating 
Furnaces 






Heat Pumps, Air Source 
Heat Pumps, Geothermal 
Home Sealing – Insulating & Air Sealing 
Room Air Cleaners & Purifiers 
Water-Cooled Electric Chillers 






LIGHTING AND FANS

Decorative Light Strings 
Fans, Ceiling 
Light bulbs (CFLs) 

Light Fixtures 
Residential LED Lighting 

PLUMBING

Air-Source and Water-Source Heat Pumps 
Faucets 
Ground-Source (Geothermal) Heat Pumps 
Showerheads 
Urinals 

Water Heater, Gas Condensing 
Water Heater, Heat Pump 
Water Heater, High Efficiency Gas Storage 
Water Heater, Solar 
Water Heater, Whole Home Gas Tankless 

GSA Advantage![®] and Global Supply[™] both identify ENERGY STAR[®] and FEMP products with their respective symbols. Select the ENERGY STAR or FEMP box in either of these websites when searching for the above products.

d. Additional Resources

Department of Energy FEMP
<http://femp.energy.gov/procurement>

ENERGY STAR[®]
<http://www.energystar.gov/>

FedCenter
<http://www.fedcenter.gov/programs/buygreen/>
<http://www.fedcenter.gov/programs/electronics/>
Compilation of Green Products

A.1.3 Electronic Product Environmental Assessment Tool (EPEAT)

a. GSA Purchasing Requirement

GSA buyers shall purchase EPEAT-registered products at the silver or gold level when purchasing items in the following categories:

- Desktop & Laptop Computers
- Thin Clients
- Workstations
- Computer Monitors

GSA Order 2160.3A establishes the requirement to purchase microcomputer assets, including desktops, laptops and local area network servers operated by Services, Staff offices (S/SO) and Regions through a Blanket Purchase Agreement (BPA.). Purchases through the BPA meet the EPEAT standards. The BPA is mandatory; exceptions to the configurations or processes are to be approved in advance by the GSA Office of the Chief Information Officer.

When purchasing energy consuming equipment for which there is no EPEAT standard (the IEEE 1680 standard), buyers shall purchase ENERGY STAR® or FEMP-designated items (see Section 3.1.1).

b. Authority

In addition to EOs 13423 and 13514, the authorities below also address EPEAT products.

Federal Acquisition Regulation

The following sections of Part 23 pertain to EPEAT:

- FAR 23.705 – Requires agencies to meet at least 95 percent of their annual acquisition requirement for electronic products categorized by the Electronic Product Environmental Assessment Tool, unless there is no EPEAT standard for such products.
- FAR 23.705(c) - Agencies may grant an exception if the agency determines that no EPEAT-registered product meets agency requirements, or that the EPEAT-registered product will not be cost effective over the life of the product.
- FAR 23.706(b) – 1. Unless an exception has been approved in accordance with 23.705(c), insert the clause at 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. 2. Agencies may use the clause with its Alternate I when there are sufficient EPEAT Silver registered products available to meet agency needs.

c. Find and Purchase

EPEAT is a system that helps purchasers evaluate, compare and select electronic products based on their energy-efficiency, recycled content, lack of toxic content, and other environmental attributes. EPEAT-registered products are rated Gold, Silver, or Bronze depending on the percentage of 28 optional criteria they meet above the baseline criteria. At a minimum, all EPEAT registered products are compliant with the ENERGY STAR® standards set when the product was released.

GSA associates authorized to purchase microcomputer assets shall use on-line ordering procedures described and implemented through the BPA vendor's website, in accordance with the terms and conditions of the BPA (See GSA Order 2160.3A). The BPA vendor's website may be accessed through <http://hwbpa.gsa.gov>.

d. Additional Resources

Electronic Product Environmental Assessment Tool (EPEAT)

<http://www.epeat.net>

FedCenter

<http://www.fedcenter.gov/programs/buygreen/>

<http://www.fedcenter.gov/programs/electronics/>

Compilation of Green Products

A.1.4 Biobased Products

a. GSA Purchasing Requirement

GSA buyers shall purchase USDA-designated items – known as BioPreferred items -- composed of the highest percentage of biobased materials practicable. When purchasing items within the following product categories, buyers shall only purchase products that are designated by USDA as BioPreferred:

- Construction and Road Maintenance
- Furniture and Furnishings
- Housewares and Cleaning
- Industrial Supplies
- Landscaping and Agriculture
- Office Supplies
- Personal Care and Toiletries
- The Great Outdoors (wildland gear)
- Utilities

When purchasing BioPreferred items, buyers shall purchase the item with the highest biobased materials content practicable, without jeopardizing the intended use of the product while maintaining a satisfactory level of competition at a reasonable price. When no BioPreferred item is available containing the percentages of biobased materials recommended by USDA, buyers shall purchase the item with the highest percentage of biobased materials practicable, accounting for the conditions above and

other environmental considerations. For example, if USDA designated Product X and recommended that it contain 70 percent biobased materials, but only products with 40 percent biobased materials are available in the geographic area in which a purchase is being made, then the buyer shall purchase the product containing 40 percent biobased materials.

When an USDA-designated (biobased) and EPA-designated (CPG) item will be used for the same purposes and both meet the agency's needs, all other factors being equal, buyers shall purchase the EPA-designated CPG item.

b. Authority

In addition to EOs 13423 and 13514, the authorities below also address biobased products.

Public Laws

Procurement of biobased products is required by Section 9002 of the Farm Security and Rural Investment Act (FSRIA) of 2002, Public Law 107-171, which authorizes USDA to designate biobased products for Federal procurement. The overall regulatory framework for the USDA program can be found in 7 CFR 2902. Section 9002 requires Federal agencies to purchase biobased products designated by [as] BioPreferred, except as provided at Federal Acquisition Regulation (FAR) Part 23.404(b). Federal agencies are required to give preference to the item with the highest percentage of biobased content where purchases by the agency as a whole exceed \$10,000 per fiscal year, as prescribed by 7 CFR 2902.3.

Federal Acquisition Regulation


The following FAR sections pertain to biobased items:

- FAR 23.403 – Requires competitive cost-effective purchases of products that meet reasonable performance requirements and contain biobased content.
- FAR 23.404 – Requires agencies to have an affirmative procurement program that provides guidelines for purchasing items with biobased content.
- FAR 23.404(b) – Agencies affirmative procurement programs must require that 100 percent of purchases of USDA-designated items contain biobased content, unless the item cannot be acquired (i) Competitively within a reasonable time frame; (ii) Meeting reasonable performance standards; or (iii) At a reasonable price.
- FAR 23.406 – Requires the insertion of a solicitation provision (FAR 52.223-1, Biobased Product Certification) and a contract clause (FAR 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts) when specifying delivery or use of USDA-designated items.
- FAR 23.703 – Requires agencies to implement cost-effective green contracting preference programs, employ sustainable acquisition strategies, and consider the use of biobased products

c. Find and Purchase

As defined in FSRIA, "biobased products" are products determined by the USDA Secretary to be commercial or industrial goods (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials.

Visit the USDA's BioPreferred Catalog to view the list of designated items, companies that provide them, and minimum required biobased content.

Biobased items are currently identified with the biobased symbol ² for quick reference in both GSA *Advantage!*[®] and the GSA Global Supply[™] System. Please note that while the items with this symbol contain some biobased content, they do not necessarily meet the minimum USDA BioPreferred content standards. When purchasing such items off a GSA schedule, the purchaser is responsible for ensuring that the biobased products meet the minimum USDA content standards.

d. Additional Resources

BioPreferred Program

<http://www.biopreferred.gov/>

<http://www.catalog.biopreferred.gov/bioPreferredCatalog/faces/jsp/catalogLanding.jsp>

FedCenter

<http://www.fedcenter.gov/programs/buygreen/>

Compilation of Green Products

A.1.5 WaterSense and Water Efficient Products

a. GSA Purchasing Requirement

When purchasing items within the following product categories, GSA buyers shall only purchase products that are designated by EPA as WaterSense items:

- Showerheads
- Toilets
- Urinals
- Bathroom Sink Faucets & Accessories

² Note: the  symbol is not the official USDA BioPreferred symbol. GSA intends to replace the biobased symbol  with a BioPreferred symbol  in GSA *Advantage!*[®] and the Global Supply System by 2011.

- Pre-rinse Spray Valves
- Landscape Irrigation Controllers

When purchasing water consuming items that have not yet been included in the WaterSense Program, buyers shall purchase products that meet FEMP specifications.

b. Authority

Public Laws

EISA requires agencies to identify all "covered facilities" that constitute at least 75% of the agency's facility energy and water use. A covered facility may be defined as "a group of facilities at a single location or multiple locations managed as an integrated operation." An energy manager must be designated for each of these covered facilities. Each facility energy manager is to be responsible for:

- Completing comprehensive energy and water evaluations of 25% of covered facilities each year so that an evaluation of each such facility is completed at least once every four years;
- Implementing identified energy and water efficiency measures; and
- Following up on implemented measures, including fully commissioning equipment, putting in place operations and maintenance plans, and measuring and verifying energy and water savings.

Federal Acquisition Regulation

- FAR 23.202 – Set Federal policy to acquire supplies and services that promote water efficiency and help foster markets for emerging technologies. This policy extends to all acquisitions, including those below the simplified acquisition threshold.

Executive Orders

EO 13514 requires Federal agencies to:

- Ensure that 95% of new contract actions, including task and delivery orders, for products and services are water-efficient, where such products and services meet agency performance requirements; and
 - Improve water use efficiency and management by reducing potable water consumption intensity by 2 percent annually through fiscal year 2020, or 26 percent by the end of fiscal year 2020, relative to a baseline of the agency's water consumption in fiscal year 2007, by implementing water management strategies including water-efficient and low-flow fixtures and efficient cooling towers.

EO 13423 requires Federal agencies to:


- Reduce water consumption intensity (gallons per square foot) 2% annually through the end of fiscal year 2015, or 16% by the end of fiscal year 2015 from a

2007 baseline. This requirement is to be achieved incrementally by fiscal year beginning in 2008;

- Conduct annual water audits of at least 10% of facility square footage and to conduct audits at least every 10 years.
- Purchase water efficient products and services, including WaterSense labeled products, and use contractors who are certified through a WaterSense labeled program where applicable.

c. Find and Purchase

WaterSense, a partnership program sponsored by the EPA, seeks to protect the future of our nation's water supply by promoting water efficiency and enhancing the market for water-efficient products, programs, and practices. The program helps consumers identify water-efficient products and programs. The WaterSense label indicates that these products and programs meet water efficiency and performance criteria. WaterSense labeled products will perform well, help save money, and encourage innovation in manufacturing.

To locate qualifying water-efficient products, visit the EPA's WaterSense [web site](#). WaterSense products are also available through GSA *Advantage!*[®]. GSA intends to add the WaterSense label  in GSA *Advantage!*[®] and the GSA Global Supply[™] System by January 2011.

FEMP lists specifications for water-saving products in the upper 25% of their class. Visit the [FEMP website](#) to view the specifications to guide in the selection of water-efficient products not yet been included in the WaterSense Program.

d. Additional Resources

FedCenter

<http://www.fedcenter.gov/programs/buygreen/>

Compilation of Green Products

FEMP

http://www1.eere.energy.gov/femp/technologies/procuring_eeproducts.html

EPA's WaterSense Program

<http://www.epa.gov/WaterSense/>

A.1.6 Non-Ozone Depleting Substances

a. GSA Purchasing Requirement

When purchasing products in the following categories, GSA buyers shall only purchase items that contain acceptable substitutes for ozone-depleting substances (ODS), as identified under EPA's SNAP Program:

- Refrigeration & Air Conditioning

- Foam Blowing Agents
- Cleaning Solvents
- Fire Suppression and Explosion Protection
- Aerosols
- Sterilants
- Tobacco Expansion
- Adhesives, Coatings & Inks

Purchased products may not contain Class I or Class II ozone-depleting substances.

b. Authority

In addition to EOs 13423 and 13514, the authorities below also address ozone-depleting substances.

Public Laws

Under the authority of Section 602(a) of the Clean Air Act, the EPA established standards regarding the use and disposal of ODS.

Federal Acquisition Regulation


The following sections of Part 23 pertain to ODS:

- FAR 23.803 – Requires agencies to minimize procurement of ODS and to give preference to suitable, safe alternatives.
- FAR 23.804 – Requires the insertion of contract clauses regarding ODS and service of refrigeration equipment and air conditioners using ODSs. See FAR clauses 52.223-11, Ozone-Depleting Substances, and 52.223-12, Refrigeration Equipment and Air Conditioners.

c. Find and Purchase

Non-ozone depleting substances are substances that do not deplete the earth's protective ozone layer. The EPA created SNAP to evaluate and regulate substitutes for ozone-depleting chemicals being phased out under the stratospheric ozone protection provisions of the Clean Air Act. To identify acceptable substitutes for ODS in various product categories, visit EPA's SNAP web site.

- Refrigeration & Air Conditioning
- Foam Blowing Agents
- Cleaning Solvents
- Fire Suppression and Explosion Protection
- Aerosols
- Sterilants
- Tobacco Expansion
- Adhesives, Coatings & Inks

GSA Advantage![®] and Global Supply[™] both identify products that include acceptable substitutes for ODS with the SNAP logo . Be sure to select the SNAP box in either of these websites when searching for the above products.

d. Additional Resources

SNAP Program

<http://www.epa.gov/ozone/snap/>

Class I & II Substances

<http://www.epa.gov/ozone/ods.html>

<http://www.epa.gov/ozone/science/ods/classtwo.html>

FedCenter Regulatory Tour

http://www.fedcenter.gov/kd/go.cfm?destination=Page&Page_ID=1620

A.1.7 Toxic Chemicals and Hazardous Substances

a. GSA Purchasing Requirement

GSA buyers shall not purchase products that contain priority chemicals as identified by EPA, when a less harmful substitute substance exists.

b. Authority

In addition to EOs 13423 and 13514, the authorities below also address toxic and hazardous chemicals.

Federal Acquisition Regulation

The following sections of Part 23.9 pertain to priority chemicals for contracts that are expected to exceed \$100,000 and competitive 8(a) contracts (does not apply to commercial items or contractor facilities located outside the US):

- FAR 23.904 – Reflects the policy of the Federal Government to buy supplies and services that have been produced with minimum adverse impacts on community health and environment and to contract with companies that publicly report toxic chemical release.
- FAR 23.905 – Requires solicitations for competitive contracts expected to exceed \$100,000 to include, to the maximum extent practicable, toxic chemical release reporting requirements as award eligibility criterion.
- FAR 23.906 – Requires the insertion of contract clauses certifying toxic chemical release reporting. See FAR 52.223-13, Certification of Toxic Chemical Release Reporting, and 52.223-14, Toxic Chemical Release Reporting.

FAR 23.10 also addresses toxic chemicals:


- FAR 23.1004 – Requires new contracts for a Federal facility provide a compliance performance report on emergency plans and toxic chemical, priority chemical, and hazardous substance releases, in accordance with Right-to-Know and pollution prevention laws.
- FAR 23.1005 – Requires the insertion of a contract clause regarding pollution prevention and Right-to-Know laws. See FAR 52.223-5, Pollution Prevention and Right-to-Know Information.

c. Find and Purchase

The EO 13423 implementing instructions provide criteria for agencies to consider in order to reduce toxic chemicals and hazardous substances, including EPA's Priority Chemical list of 31 substances. Priority chemicals are chemicals that the EPA focuses on eliminating or substantially reducing their use in production by identifying chemical substitutes that reduce harm to human health and are readily available. Review the list of Priority Chemicals and seek out products that do not contain these chemicals.

For example, the table below identifies several common priority chemicals and safer alternatives that should buyers should seek as substitutes.

CHEMICAL	TYPICAL USE	ALTERNATIVES	LIMITATIONS/EXCEPTIONS
Cadmium	Electroplating Processes	Alternative metal coatings, metal deposition, flame coating, limited area plating	None
Lead	Tin/Lead Soldering (Electrical and Electronic Components)	Tin copper eutectic, tin silver eutectic	ONLY for repair and rework operations
Mercury	Temperature and Pressure Measuring Devices (Medical and Industrial)	Aneroid manometers (Digital and electronic temperature measuring devices)	Exempt where called for in 3rd party specification or certification (ASTM, NIST, EPA)
	Switches	Electronic thermostats (Mechanical switches, ultrasonic and photoelectric sensors)	ONLY for new construction, renovation in facilities, and replacement in hardware, etc.
Napthalene	Pesticide	Integrated pest management including process changes	None
Polychlorinated Biphenyls (PCBs) \geq 500 parts per million	Insulating Material (Dielectric Fluids in Transformers and Ballasts)	Early retirement of existing PCB containing equipment	None

In addition, GSA intends to add an icon  for EPA Primary Metals Free items in GSA Advantage!® and Global Supply™ in 2011. This icon will identify items that do not include cadmium, mercury, or lead.

d. Additional Resources

EPA's Priority Chemicals List

<http://www.epa.gov/wastes/hazard/wastemin/priority.htm>

FedCenter

<http://www.fedcenter.gov/programs/chemical/>

Compilation of Green Products

EPA's Design for the Environment.

<http://www.epa.gov/dfe>

A.1.8 Alternative Fuel Vehicles and Petroleum Reduction

a. GSA Purchasing Requirement

Vehicle Acquisitions

The Energy Policy Act (EPAct) requires that agencies with Federal fleets of 20 or more vehicles located in Metropolitan Statistical Areas (MSAs) obtain 75 percent of their light-duty annual acquisitions as AFVs. Vehicles acquired outside of the MSAs also count towards an agency's percentage, but are not required. Compliance with EPACT is met by AFV acquisition credits, which are granted based on the number of AFVs acquired or the quantity of biodiesel fuel used. Exempt from the mandate are law enforcement vehicles, emergency vehicles, vehicles used directly for emergency repair of transmission lines and electricity service following power outages, non-road vehicles, medium duty vehicles, and heavy duty vehicles. EPA published guidance to assist agencies in complying with this requirement.

GSA must acquire light-duty and medium-duty passenger vehicles that are low GHG-emitting vehicles. GSA will continue to purchase AFVs both for its own use and for the Federal fleet, as well as work to increase the availability of alternative fueling sites.

Fuel Purchases

Federal agency fleets are required to reduce total consumption of petroleum products by a minimum of 2% annually through the end of fiscal year 2020, relative to a baseline of fiscal year 2005. Alternative fuel use is required 100% of the time in AFVs unless a waiver is acquired from the DOE.

b. Authority

Public Laws

EPAct of 1992 requires Federal agencies to:

- Procure 75 percent of their light duty covered fleet as alternative fuel vehicles.

EPA Act of 2005 requires Federal agencies to:

- Use applicable alternative fuels in alternative fuel vehicles unless it is not reasonably available (within 5 miles or 15 minutes drive of the vehicles' garaged location) or the cost of the fuel is unreasonably more expensive (cost of alternative fuel is 15% more than conventional fuel).
- Submit a waiver request to DOE for an exemption from using the alternative fuel due to inaccessibility.

EISA requires Federal agencies to:

- Acquire low GHG-emitting vehicles
- Install renewable fuel infrastructure at Federal fueling centers
- Provide annual reports to Congress on their progress in meeting this requirement.

Executive Orders

EO 13423 requires Federal agencies to:

- Implement sustainable practices to reduce petroleum consumption and increase average fleet fuel economy.
- Increase the use of alternative fuels by 10 percent annually over the previous year, a total of 159.4 percent, by 2015, from a 2005 baseline.

EO 13514 requires Federal agencies to:

- Reduce the agency fleet's total consumption of petroleum products by a minimum of 2% annually through the end of fiscal year 2020, relative to a baseline of fiscal year 2005, if the agency operates a fleet of at least 20 motor vehicles. Strategies include, but are not limited to:
 - Using low greenhouse gas (GHG) emitting vehicles including alternative fuel vehicles;
 - Optimizing the number of vehicles in the agency fleet; and
 - Reducing vehicle miles traveled.

Code of Federal Regulations

41 CFR 101-26.501-1 requires Federal agencies to:

- Procure all sedans, station wagons, carryalls (sport utility vehicles or SUVs), ambulances, buses, and trucks through GSA.

41 CFR 101-26.501-9 provides Federal agencies with the option to:

- Lease sedans, station wagons, carryalls (sport utility vehicles or SUVs), ambulances, buses, and trucks through GSA.

Federal Acquisition Regulation

FAR subpart 8.11 covers the procedures for Federal agencies to lease motor vehicles from commercial entities, rather than GSA.

c. Find and Procure

Vehicle Acquisitions

Alternative fuel vehicles (AFVs) are defined by section 301 of the Energy Policy Act of 1992, as amended (42 U.S.C. 13211), and otherwise includes electric fueled vehicles, hybrid electric vehicles, plug-in hybrid electric vehicles, dedicated alternative fuel vehicles, dual fueled alternative fuel vehicles, qualified fuel cell motor vehicles, advanced lean burn technology motor vehicles, and any other alternative fuel vehicles that are defined by statute.

There are three methods to acquire AFVs and low GHG-emitting vehicles:

- GSA Automotive is a mandatory source of supply for non-tactical vehicle purchases within the United States.
 - Customers interested in buying AFVs can submit orders through AutoChoice, www.autochoice.gsa.gov. For purchasing questions, visit <http://www.gsa.gov/automotive> or call (703) 605-CARS (2277).
- GSA Fleet is an optional source of vehicles for agencies interested in leasing vehicles.
 - Customers interested in leasing AFVs can contact their servicing GSA Fleet office, call (703) 605-5630, visit <http://www.gsa.gov/gsafleet>, or send an e-mail to AFVteam@gsa.gov for more information.
- GSA Automotive provides commercial lease options through Schedule 751.
 - Customers interested in commercial leases can visit <http://www.gsaelibrary.gov>

Fuel Purchases

Alternative fuels are defined by section 301 of the Energy Policy Act of 1992, as amended (42 U.S.C. 13211), as methanol, denatured ethanol, and other alcohols; mixtures containing 85 percent or more (or such other percentage, but not less than 70 percent, as determined by the Secretary, by rule, to provide for requirements relating to cold start, safety, or vehicle functions) by volume of methanol, denatured ethanol, and other alcohols with gasoline or other fuels; natural gas; liquefied petroleum gas; hydrogen; coal-derived liquid fuels; fuels (other than alcohol) derived from biological materials; electricity (including electricity from solar energy); and any other fuel the Secretary determines, by rule, is substantially not petroleum and would yield substantial energy security benefits and substantial environmental benefits.

Federal agencies can use the DOE's Alternative Fueling Station Locator tool online to find local alternative fuel stations and to guide in the acquisition and placement of AFVs: <http://www.afdc.energy.gov/afdc/locator/stations/>.

Federal agencies possessing, or looking to obtain electric vehicles, can search GSA's Schedule 23V for electric vehicle charging stations.

d. Additional Resources

Department of Energy

http://www1.eere.energy.gov/femp/program/fedfleet_management.html

Environmental Protection Agency

<http://www.epa.gov/greenvehicles/Federalfleet.do>

FedCenter

<http://www.fedcenter.gov/programs/transportation/>

General Services Administration

<http://www.gsa.gov/automotive>

<http://www.gsa.gov/gsafleet>

<http://www.gsa.gov/afv>

A.1.9 Environmentally Preferable Products

a. GSA Purchasing Requirement

GSA buyers shall purchase products that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. In addition to the EPEAT-registered products discussed in section A.1.3 above, GSA buyers shall purchase the following environmentally preferable products:

- Products containing low or no volatile organic compounds (VOCs), such as no/low VOC paints (post-tint)
- Green cleaning products meeting EPA Design for the Environment, Green Seal, or equivalent standards
- Furniture meeting GreenGuard (or equivalent standard accepted by US Green Building Council (USGBC)), Business and Institutional Furniture Manufacturer's Association (BIFMA) "level" or Enhancing Furniture's Environmental Culture (EFEC) standards

Additionally, GSA buyers shall employ acquisition strategies that affirmatively implement the following environmental objectives:

- Eliminate or reduce the generation of hazardous waste and the need for special material processing (including special handling, storage, treatment, and disposal)
- Promote the use of nonhazardous and recovered materials
- Realize life-cycle cost savings

- Promote cost-effective waste reduction when creating plans, drawings, specifications, standards, and other product descriptions authorizing material substitutions, extensions of shelf-life, and process improvements
- Promote waste reduction through the use of duplexing (two-sided copying and printing) and electronic communications

b. Authority

In addition to EOs 13423 and 13514, the authorities below also address environmentally preferable products and services.

Federal Acquisition Regulation

The following sections of Part 23 pertain to environmentally preferable products (EPPs):

- FAR 23.703 – Requires agencies to implement cost-effective green contracting preference programs and employ sustainable acquisition strategies.
- FAR 23.704 – Requires contracts for contractor operation of government facilities to include compliance measures for environmental mandates.

c. Find and Purchase

Environmentally preferable means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison applies to raw materials, manufacturing, packaging, distribution, use, reuse, operation, maintenance, and disposal. However, environmentally preferable is a comparative term and is not necessarily limited to single attributes such as recycled content or energy efficiency. Buyers should consider the entire life cycle of a product in determining whether one product is environmentally preferable to another.

While there is no designated list of environmentally preferable products and services, OFEE and OFPP encourage agencies to purchase products that do not fall into the other “green” procurement categories described in this section, such as:

- Electronic equipment that has duplexing capability
- Green cleaning products and services
- Green meeting and conference services
- Environmentally preferable construction products and materials, such as paint with no or low volatile organic content (VOCs), or native landscaping plants

The EPA has created a *Database of Environmental Information for Products and Services* that can assist you in finding EPPs. It is searchable by product category or product name. Use this site to find the most comprehensive list of EPPs. When ordering an EPP, make sure to request a product that contains multiple environmental attributes to satisfy the requirement to purchase EPP products, when attempting to buy off of a GSA schedule.

EPA has also issued guidance on Environmentally Preferable Purchasing, which helps buyers to find and evaluate information about green products and services, identify green purchasing requirements, calculate costs and benefits of purchasing choices, and manage green purchasing processes.

d. Additional Resources

Environmental Protection Agency

EPA's EPP Program

Compilation of Green Products

Database of Environmental Information for Products and Services

<http://yosemite1.epa.gov/oppt/eppstand2.nsf/Pages/Search.html?Open>

A.2 Services

A.2.1

a. GSA Purchasing Requirement

When purchasing services, require the contractor to supply or use products that meet environmental standards cited in this plan and/or employ environmentally sustainable practices.

b. Authority

For purposes of EO 13514, sustainable contract actions, including service contracts, include requirements for products that are energy-efficient (ENERGY STAR® or FEMP-designated), EPEAT-registered, water-efficient, biobased, environmentally preferable, non-ozone depleting, contain recycled content, or are non-toxic or less-toxic alternatives. For implementation purposes, a sustainable contract action for services requires the contractor to supply or use products that meet these environmental standards in the performance of the contract.

EO 13423 requires agency acquisitions of services to use sustainable environmental practices, including acquisition of biobased, environmentally preferable, energy-efficient, water-efficient, and recycled-content products. The E.O. 13423 implementing instructions specify that sustainable service are those "...requiring the supply or use of green products". The implementing instructions are accessible at http://www.fedcenter.gov/Documents/index.cfm?id=6825&pge_prg_id=20683&pge_id=3286.

See also FAR 11.002 and FAR 23.703 for additional guidance on procuring green services.

A.2.2 How to Purchase Environmentally Sustainable Services

a. General Guidance

Currently, there is not a single standard, definition, or label for sustainable service acquisitions. However, various references and sources address the topic of sustainable services.

FAR Part 2.1 defines “environmentally preferable” as (products or) services that have a lesser or reduced effect on human health and the environment when compared with competing (products or) services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the (product or) service.

It is important to understand that the term “environmentally preferable” is comparative. It may be just one difference, such as the use of soy-based ink in deliverables, which makes one service environmentally preferable compared to others.

b. Requiring Minimum Environmental Standards in Contract Terms and Conditions

For purposes of EO 13514, a sustainable service contract action requires the contractor to use or supply products that meet the environmental standards described in Section 3.1 during performance of the contract. When conducting market research, the contracting team should identify products that will be used during contract performance and seek opportunities to lessen the overall environmental impact of the service. In some cases, the solicitation may require offerors to use products that meet applicable environmental standards. Examples of services that have considerable opportunity to require the use or supply of sustainable products include the following:

- Construction and renovation services
- Meeting and conference support services
- Facility maintenance (janitorial, landscaping, equipment maintenance, pest management)
- Cafeteria services
- Electronics support (including office equipment leasing and seat management)
- Janitorial services
- Laundry services
- Fleet maintenance
- Integrated pest management services
- Greener meetings and conferences, including the use of meeting and conference facilities that implement sustainable practices

Helpful guides have already been developed for the acquisition of some of these services, including those found on EPA’s [Environmentally Preferable Purchasing site](#).

When it is appropriate to mandate the use of such products, contract terms and conditions must be written accordingly.

Procurement officials shall consider the following when incorporating sustainable requirements into contract terms and conditions:

- The extent contractors can reasonably use or supply sustainable products,
- The impact of sustainability requirements on competition, and
- If a preference for contractors using sustainable products is more advantageous than a contract requirement.

Similarly, it may be appropriate to mandate certain performance requirements that lead to an environmentally preferable service. For example, contract terms and conditions may require electronic deliverables rather than paper copies. A contract may require the use of reusable products rather than disposable ones. In an effort to reduce travel, the contract may call for offsite performance when work has historically been performed onsite. By taking these simple steps, contracting activities can ensure that the Government acquires environmentally sustainable services.

c. Environmental Impact as an Evaluation Factor

Solicitations, regardless of size, type, and complexity, are encouraged to consider the environmental impact of the service proposed.

Environmental impact will vary depending on the type of service being performed. It is imperative for the contracting team to conduct market research to identify opportunities for minimizing the environmental impact associated with the service required. Market research should help the team identify the *list of environmental criteria that describes the best in class service from an environmental perspective*. In some cases only a few environmental considerations may be appropriate. At other times, it may be possible to outline a wide array of specific environmental criteria to consider. The sections below describe two different evaluation techniques for promoting sustainable contract actions. Depending on the nature of the acquisition, either approach, or a combination of the two, may be appropriate.

Evaluation Criteria Tailored to the Acquisition

As mentioned above, there may be instances when the contracting team can identify specific criteria that would result in an environmentally preferable service. In such cases, the solicitation instructions should require offerors to address these areas.

The EPA's Environmentally Preferable Purchasing site offers guidance which may be useful in identifying these criteria for certain services. For example, it recommends giving preference to conference or meeting services with the following attributes:

- Accommodations with efficient transportation routes
- Accommodations with energy and water conservation programs

- Accommodations with mass transit-accessible location
- Accommodations with recycling and waste minimization programs
- Electronic distribution of materials
- Minimize travel distance for attendees
- Minimize packing and shipping materials, disposable products
- Online registration
- Recycle handouts and badges, signage, paper products
- Reusable badges, signage
- Reusable food serviceware

As with most procurements, the solicitation must state and define any factors that will be used to make the best value assessment. A solicitation for the above services could include “Environmental Impact” as an evaluation factor, along with traditional factors such as Price, Technical Approach, and Past Performance. Quotes that offer some or all of the environmental attributes described above would be rated more favorably.

Below are a few other examples specific areas of consideration that solicitations may require offerors to address:

- What are the environmental attributes of the equipment or goods that will be used to deliver the service? What are the associated features that result in lower environmental impact over their lifetimes (during use, maintenance, and disposal)?
- Do any of the products that will be supplied meet green purchasing requirements? Please describe.
- Are any of the products used during performance of the contract reusable? Please describe.
- Please describe the anticipated transportation requirements for this requirement and any efforts that will be taken to minimize transportation emissions (e.g. reduce travel requirements, use AFVs, travel outside of peak times to minimize traffic congestion).
- Will all reports, invoices, and other deliverables be submitted electronically?
- Will all hard copies of deliverables be printed double-sided on paper with a minimum of 30% postconsumer content?
- Does your company have videoconferencing capabilities and will they be utilized in lieu of in-person meetings (for internal meetings and meetings with the Government)?
- Does the company, product, or service meet any voluntary consensus standards or green product certifications?
- Is the service designed to minimize waste (e.g. catering service that uses reusable dishes rather than Styrofoam)? Please describe.
- During the project, will all waste be source separated on site and recycled?
- Please describe any measures that will be taken to minimize, reuse, or recycle any packaging during performance of this contract.

- Does your company use transportation service providers with carbon emission offsetting programs?
- Are your products designed for disassembly?
- Does your company have a product take back program?

Open-ended Evaluation Factors

When it is not possible to identify the most relevant environmental features of a service, it may be more appropriate to require offerors to submit an Environmental Impact Statement, Waste Minimization Plan, Planned Use of Green Products narrative, or other plan that describes how they intend to minimize environmental impacts under the potential contract. This approach allows offerors to be creative in offering solutions that are environmentally preferable and buyers to account for these innovations in the best value decision. It permits offerors to describe their own unique approach toward fulfilling the requirement, which may include use of teleworkers, teleconferencing, EPEAT computers/printers, reusable items, methods of minimizing travel, selection of environmentally methods of travel/delivery, and so on. It is important, however, that the Contracting Officer ensure that what the offeror describes is actually relevant and meaningful.

For example, a recent solicitation simply required offerors to outline “*a clear and convincing methodology for addressing environmental soundness and adverse impact mitigation in activity design and implementation*”.

Similarly, consider requiring offerors to submit an Environmental Impact Statement with the following instructions:

Offerors shall submit an Environmental Impact Statement that addresses how the proposed solution will address the Government’s sustainability objectives. The statement shall describe, at minimum, how the contractor will maximize use of the products with the following characteristics during performance of the resultant contract:

- *energy efficient (ENERGY STAR® or Federal Energy Management Program (FEMP)- designated)*
- *water-efficient*
- *biobased*
- *Electronic Product Environmental Assessment Tool (EPEAT)-registered*
- *non-ozone depleting*
- *recovered material*
- *non-toxic or less-toxic alternatives*

For each product identified, the narrative shall identify the specific product and detail its environmental characteristics.

Again, it is important for the evaluation team to ensure that the content of any such statement is meaningful and relevant.

d. Services that Achieve Sustainable Goals

Green procurement may also involve the acquisition of services that assist organizations in meeting sustainable objectives. The following services are available through GSA's MAS program:

- Schedule 899: Environmental Services
 - 899 1 - Environmental Planning Services & Documentation
 - 899 2 - Environmental Compliance Services
 - 899 3 - Environmental Occupational Training Services
 - 899 4 - Waste Management Services
 - 899 5 - Reclamation, Recycling & Disposal Services
 - 899 6 - Environmental Advisory Services
 - 899 7 - Geographic Information Services (GIS)
 - 899 8 - Remediation Services
 - 899 99 - New Technology
- Schedule 03FAC: Facilities Maintenance and Management
 - 871 202 - Energy Management Planning and Strategies
 - 871 203 - Training on Energy Management
 - 871 204 - Metering Services
 - 871 205 - Energy Program Support Services
 - 871 206 - Building Commissioning Services
 - 871 207 - Energy Audit Services
 - 871 208 - Resource Efficiency Management (REM)
 - 871 209 - Innovations in Energy
 - 871 210 - Water Conservation
 - 871 299 - Introduction of New Services
- Comprehensive Professional Energy Services (CPES) Blanket Purchase Agreements (BPA)
 - Buyers are encouraged to use CPES BPAs to acquire any combination of the Schedule 03FAC Facilities Maintenance and Management services
 - For government-wide use
 - Number of BPA Holders ranges from 15-18 per region
 - Many of the BPAs awarded to contractor teams, ensuring that each BPA covers the full scope of energy management services
 - Additional information can be found at www.gsa.gov/energyservicesbpa.
- Schedule 84: Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response

- 246 42 2 - Facility Management Systems (includes Energy and Facility Management Functions and Services)
- 246 42 3 - Facility Management Systems (includes systems capable of both security functions and energy management functions)
- 246 53 - Facility Management and Energy Solutions (includes Energy Saving Performance Contracts)

Renewable Energy

Section 203 of EPOA 2005 requires that, to the extent economically feasible and technically practicable, Federal agencies obtain specific percentages of their annual electric energy consumption from renewable energy. For FY 2011 and 2012, the percentage is 5 percent, increasing to 7.5 percent in FY 2013. Electricity from renewable energy sources can be purchased or can be generated on-site.

Under EPOA and E.O.s 13423 and 13514, the term “renewable energy” means electric energy generated from solar, wind, biomass, landfill gas, ocean (including tidal, wave, current, and thermal), geothermal, municipal solid waste, or new hydroelectric generation capacity achieved from increased efficiency or additions of new capacity at an existing hydroelectric project.

When appropriate, be sure to use the techniques for greening service acquisitions as described in the previous sections when purchasing services that achieve – sustainability goals. Environmental considerations should be a part of the best value determination for these services, as contractors should be able to outline the environmental impact of their proposed solutions in significant detail.

APPENDIX B: How to Buy Green Through GSA

B.1 Agency Inventory and Excess from Other Agencies

Reusing Federal government property is the ultimate form of green purchasing. Reuse helps protect the environment by keeping property excess out of the pollution mainstream, ensuring maximum utilization of supplies already purchased with taxpayer dollars, and avoiding the costs associated with new procurements. Furthermore, FAR 8.002 establishes agency inventories and excess supplies from other agencies as the two highest priorities for acquiring supplies. Except as required by FAR 8.003, or otherwise provided by law, agencies shall use excess personal property as the first source of supply for agency and cost-reimbursement contractor requirements. FAR Subpart 8.1 provides further guidance on this requirement and identifies GSA as the responsible agency for managing excess personal property.

Interested parties may find out what excess personal property is available through any of the following methods:

- Checking GSA's online excess personal property system GSAXcess® (www.GSAXcess.gov), the customer's online worldwide inventory of Federal excess personal property;
- Contacting the appropriate GSA Personal Property Management Office for information on available excess property; or
- Conducting onsite screening at various Federal facilities.

GSAXcess.gov is the entry site for the Federal Excess Personal Property Utilization Program, allowing users to search and request Federal excess personal property under a wide variety of product categories, including furniture, automobiles, hardware, and office equipment. Product listings include the location and condition of the excess item, while many listings also feature product photos. Generally, the only costs incurred during the process are transportation and handling costs.

B.2 GSA Advantage!®

GSA Advantage!® is the online shopping and ordering system that provides access to thousands of contractors and millions of supplies and services through MAS contracts. Although anyone may browse on GSA Advantage!®, only a Federal Government employee with a GSA SmartPay purchase card, a GSA Activity Address Code (AAC), or a Department of Defense AAC (DODAAC) may shop on GSA Advantage!®.

GSA Advantage!® features the Environmental Aisle, which is designed to allow direct access to the variety of environmental products and services that GSA offers. The Aisle allows for easy searches of products by environmental attributes. It can also be accessed by clicking on the Environmental special category listing on the GSA Advantage!® homepage.

B.3 GSA Global Supply™

GSA Global Supply™ offers **easy, flexible, reliable** access to a wide variety of environmentally sustainable products. As the one-stop online resource for agency support needs, GSA Global Supply™ provides access to tens of thousands of National Stock Numbers (NSNs) and GSA part numbered tools, office supplies, computer products and other items. Agencies are assured that every purchase through GSA Global Supply™ complies with FAR and Executive Orders.

GSA Global Supply's website offers the capability to query for environmentally sustainable products by selecting the "Green" items tab on the top of the main shopping page; this will result in a listing of all environmentally compliant items. This list can be filtered using specific product attributes or price.

All GSA Global Supply items are also available via GSA *Advantage!*®.

APPENDIX C. FAR/GSAM Green Purchasing Requirements

Summary of FAR Green Purchasing Requirements

The Federal Acquisition Regulation (FAR) was created to establish uniform acquisition policies and procedures for Federal agencies. It implements Governmental policy as expressed in statutes, EOs, and other regulations. The goal is to deliver on a timely basis the best value product or service while maintaining the public's trust and fulfilling public policy objectives. Various FAR Parts regulate the purchase of green products and services by Federal buyers and mandate green requirements be incorporated into Federal contracts.

FAR Part 23, *Environment, Energy and Water Efficiency, Renewable Energy Technologies, Occupational Safety, and Drug-Free Workplace*, establishes acquisition policies and procedures that support the Government's program for ensuring a drug-free workplace and for protecting and improving the quality of the environment. FAR Part 23 establishes the requirement for buyers to consider the environmental impact of products and services. This includes, but is not limited to, the acquisition of green products and services that contain recovered materials, energy efficient products and services, products and services that use renewable energy technology, biobased products, and environmentally preferable products and services consistent with the efficiency and cost effectiveness.

FAR Part 4, *Administrative Matters*, requires contractors to submit paper documents on 30 percent recycled content paper printed or copied double-sided.

FAR Part 7, *Acquisition Planning*, requires that acquisition plans and market research efforts include all applicable Federal acquisition requirements for green products and services when describing agency needs.

FAR Part 8, *Required Sources of Supplies and Services*, deals with the acquisition of products and services from or through Government supply sources. FAR 8.4 outlines procedures for orders placed against GSA Multiple Award Schedule (MAS) contracts. FAR 8.4 prescribes ordering offices to consider environmental and energy efficiency considerations, among other factors, when making a best value determination.

FAR Part 10, *Market Research*, establishes procedures for conducting market research to reach the best means for acquiring products and services. Agencies are required to use market research to maximize the use of products that contain recovered materials and/or meet energy efficiency standards.

FAR Part 11, *Describing Agency Needs*, requires agencies to establish requirements for the procurement of green products and services and consider environmental considerations in the development of source-selection factors.

FAR Part 12, *Acquisition of Commercial Items*, establishes policies and procedures that approximate the commercial marketplace and encourages the purchase of commercial products and components. Subpart 12.3 provides standard solicitation provisions and contract clauses for the acquisition of commercial items that the Contracting Officer can use to make FAR Part 23 requirements applicable as long as the contractor officer is consistent with limitations contained in FAR 12.302.

FAR Part 36, *Solicitation of Firms for Architect-Engineer Contracts*, establishes policies and procedures that are relevant to construction and architect-engineer services. Agencies are required to evaluate each potential contractor in terms of its specialized experience and technical competence in the type of work required, and where appropriate, experience in energy conservation, pollution prevention, waste reduction, and the use of recovered materials.

FAR Part 42, *Contract Administration Functions*, establishes general policies and procedures for performing contract administration functions and related audit services. FAR 42.302 requires agencies to monitor the contractor's compliance any contract requirements for compliance with environmental laws addressed in FAR Part 23. Contractors are required to comply with reporting requirements relating to green product purchases utilized in contract performance if specified in the contract (See FAR 23.4).

FAR Part 52, *Solicitation Provisions and Contract Clause*, supports affirmative procurement efforts to purchase green products and services.

Summary of GSAM Green Purchasing Requirements

The General Services Administration Acquisition Manual (GSAM) Part 523, *Environmental, Conservation, Occupational Safety and Drug-Free Workplace*, contains agency acquisition policies and practices, contract clauses, and solicitation provisions that control the relationship between GSA and contractors.

- GSAR 523.3, *Hazardous Materials Identification and Material Safety Data*, addresses hazardous materials covered by the Federal Hazardous Substances Act and the Hazardous Materials Transportation Act, in addition to supplies that contain nonconforming hazardous materials.
- GSAR 523.4, *Use of Recovered Materials*, establishes GSA's policy and procedures for the affirmative procurement of products containing recovered materials. In addition, it reinforces FAR 52.223-9 by requiring the GSA contracting activity to forward a copy of each estimate of percentage of recovered material content for EPA designated products to the GSA Environmental Executive (Agency Senior Sustainability Officer), by

November 1 of each year, of each certification received in the preceding fiscal year (GSAM 523.405).

- GSAR 552.223-70, *Hazardous Substances*, provides a solicitation and contract clause for packaged items subject to the Federal Hazardous Substances Act and the Hazardous Materials Transportation Act prescribed under GSAR 523.3.
- GSAR 552.223-71, *Nonconforming Hazardous Materials*, provides a solicitation and contract clause for nonconforming supplies that contain hazardous materials prescribed under GSAR 523.3.
- GSAR 552.223-72, *Hazardous Material Information*, provides a solicitation provision for the delivery of supplies that contain hazardous materials prescribed under GSAR 523.3.

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski	Division of	Wage Determination No.: CBA-2011-4318
Director	Wage Determinations	Revision No.: 0
		Date Of Last Revision: 6/21/2011

State: New York

Area: New York

Employed on General Services Administration contract for Mechanical Maintenance at the Jacob K. Javitz Complex.

Collective Bargaining Agreement between contractor: LCOR Asset Management Limited Partnership, and union: International Union of Operating Engineers Local 94-94a, effective 1/1/2011 through 12/31/2014.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

2011

**ENGINEER
AGREEMENT**

BETWEEN

**REALTY ADVISORY BOARD
ON LABOR RELATIONS,
INCORPORATED**

AND

**LOCAL 94-94A-94B
International Union of
Operating Engineers
AFL-CIO**

**Effective: January 1, 2011
To December 31, 2014**

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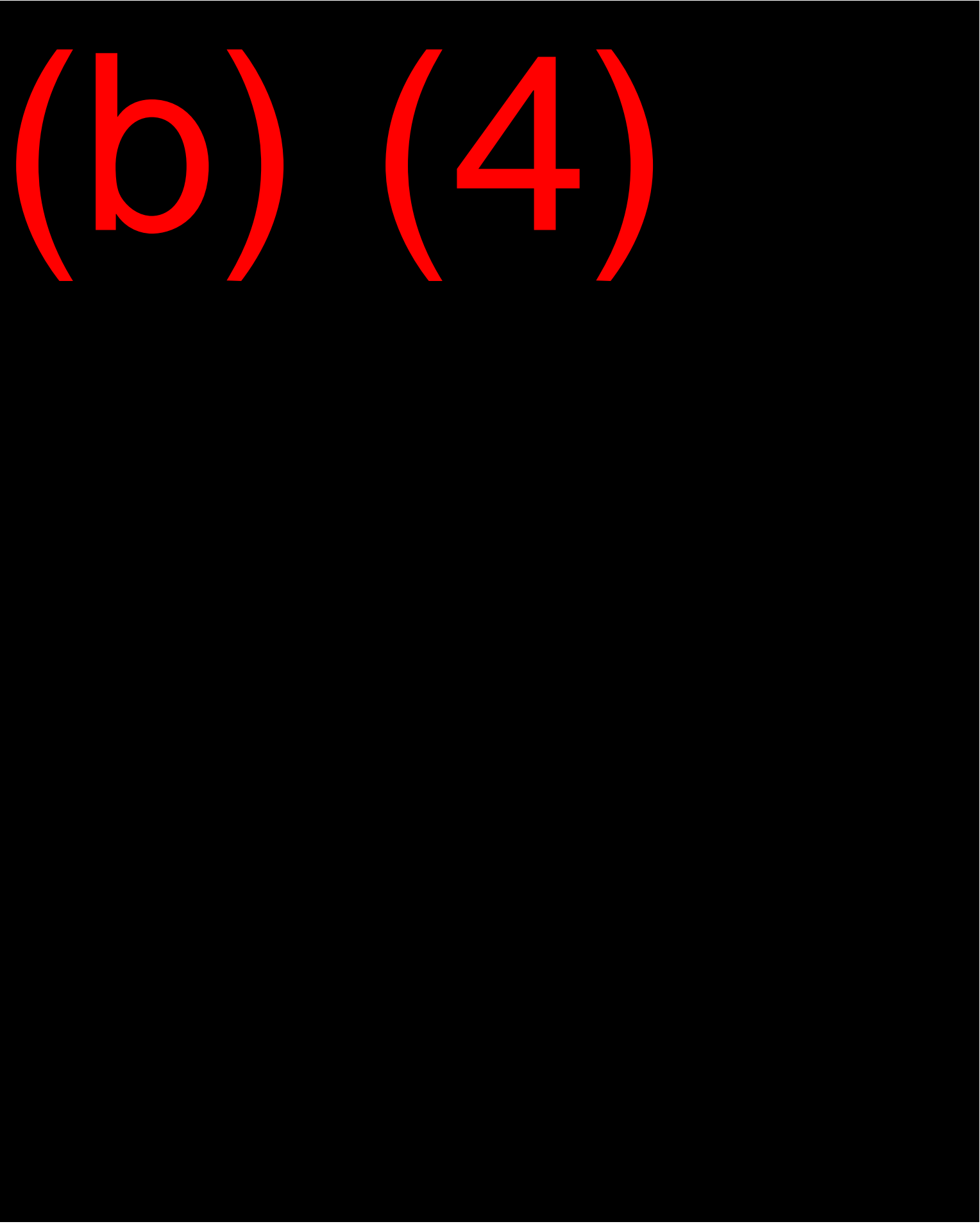
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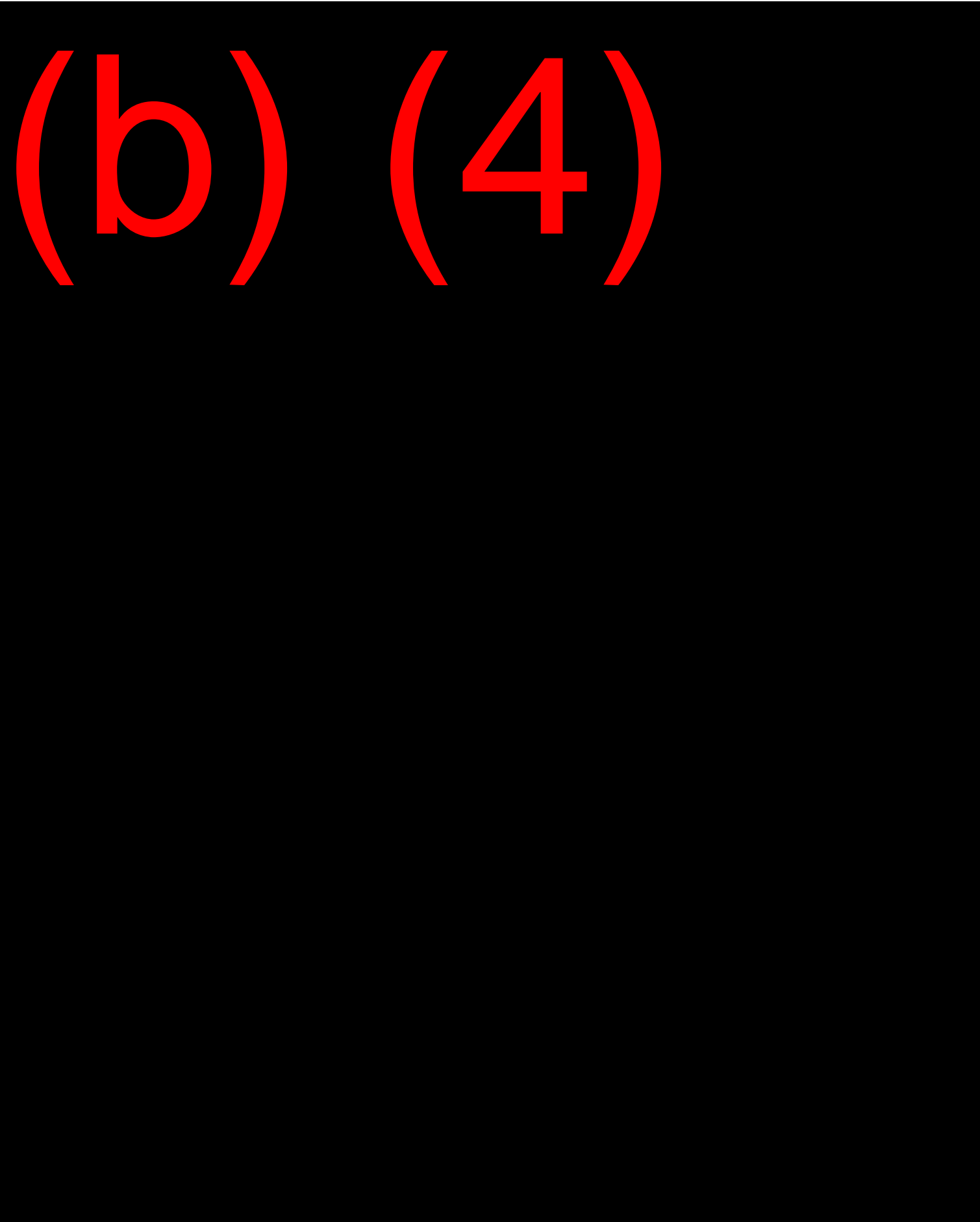
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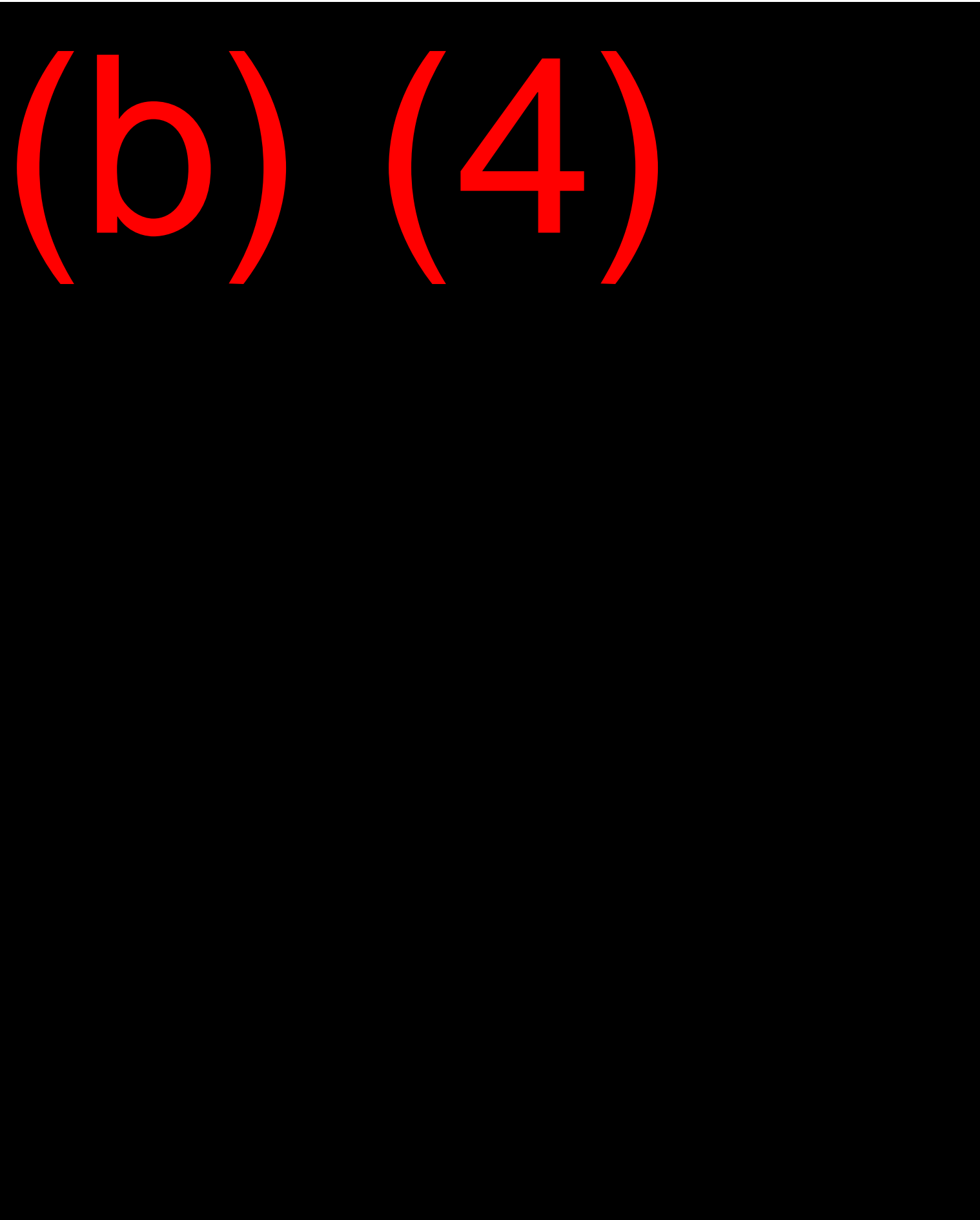


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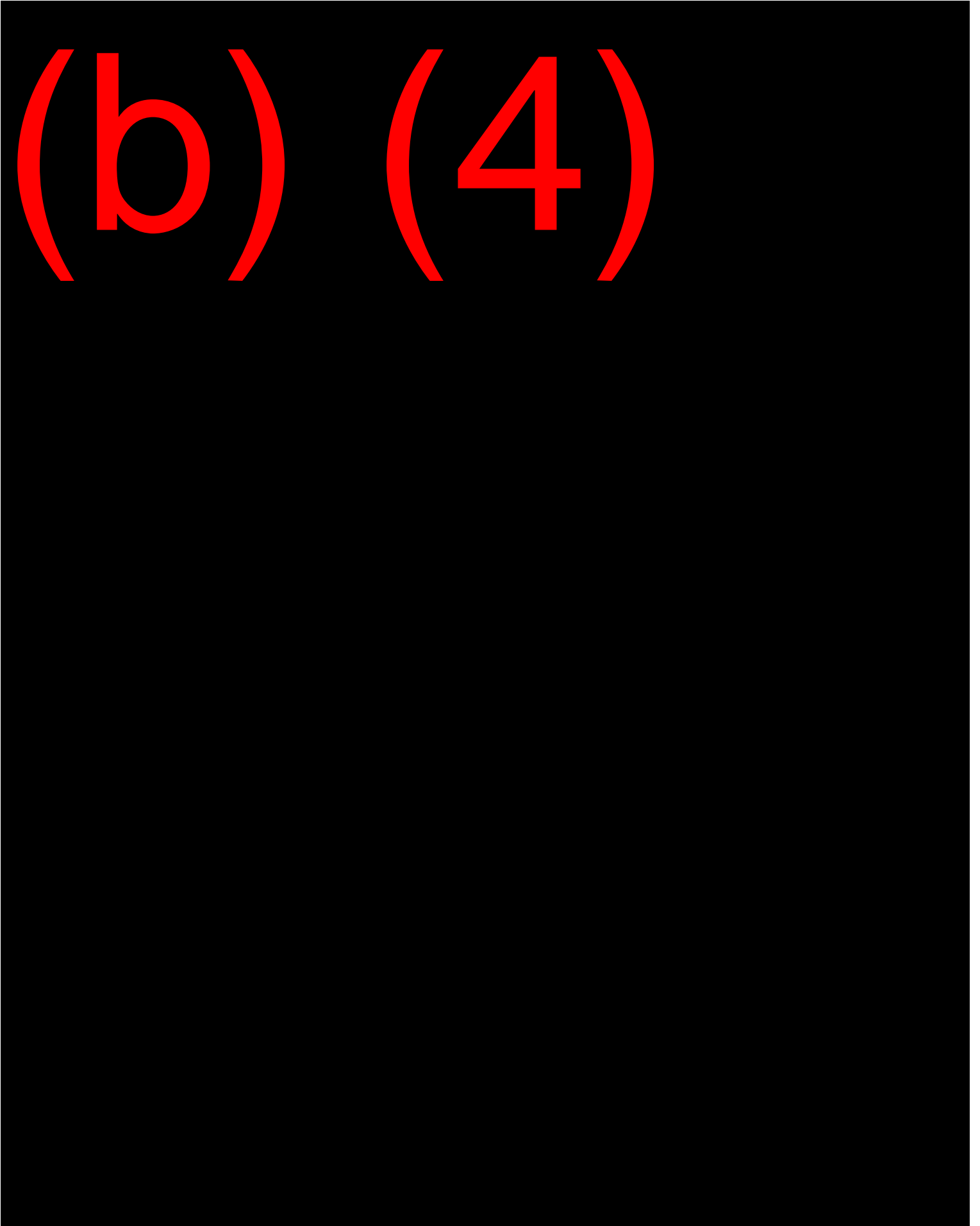


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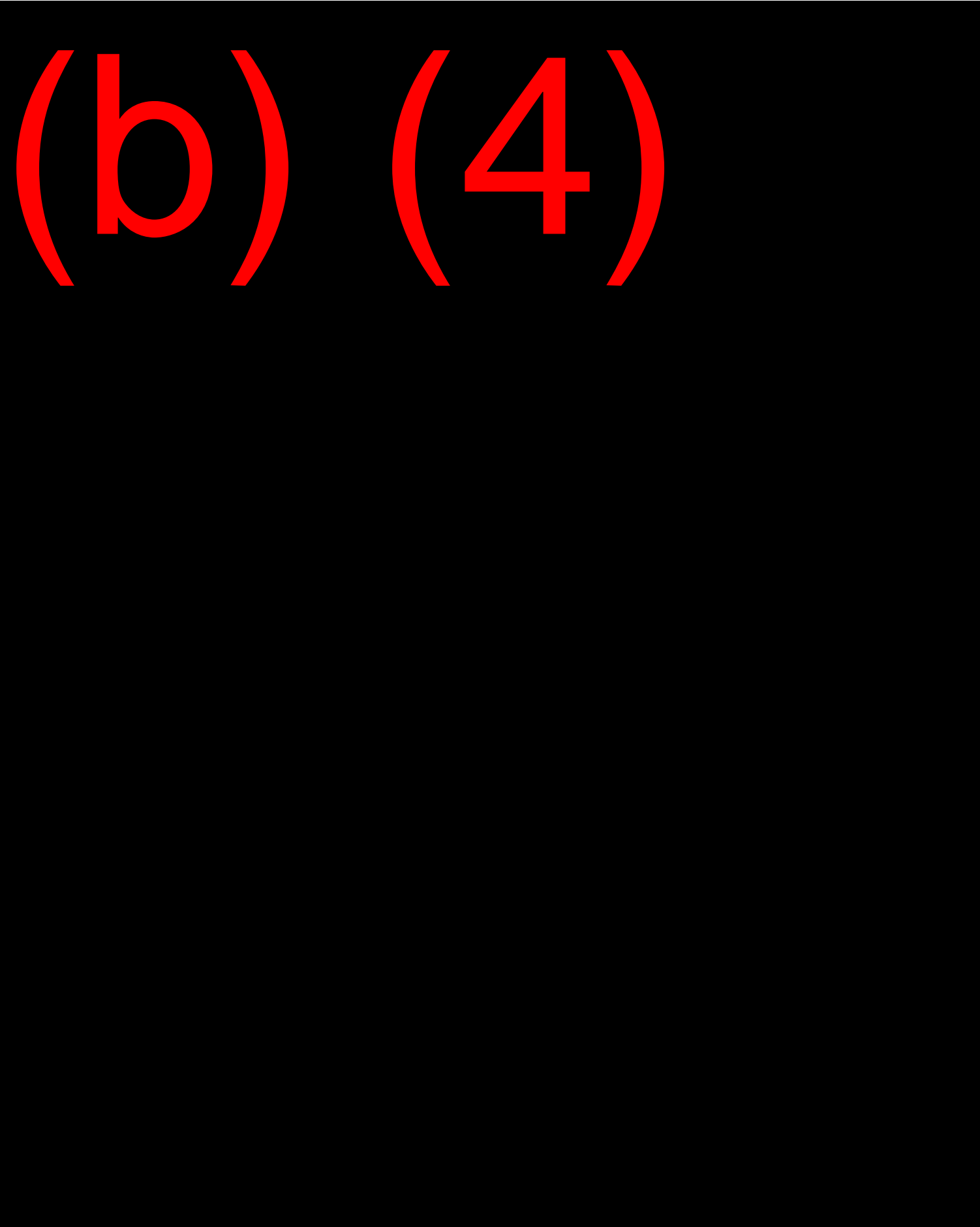
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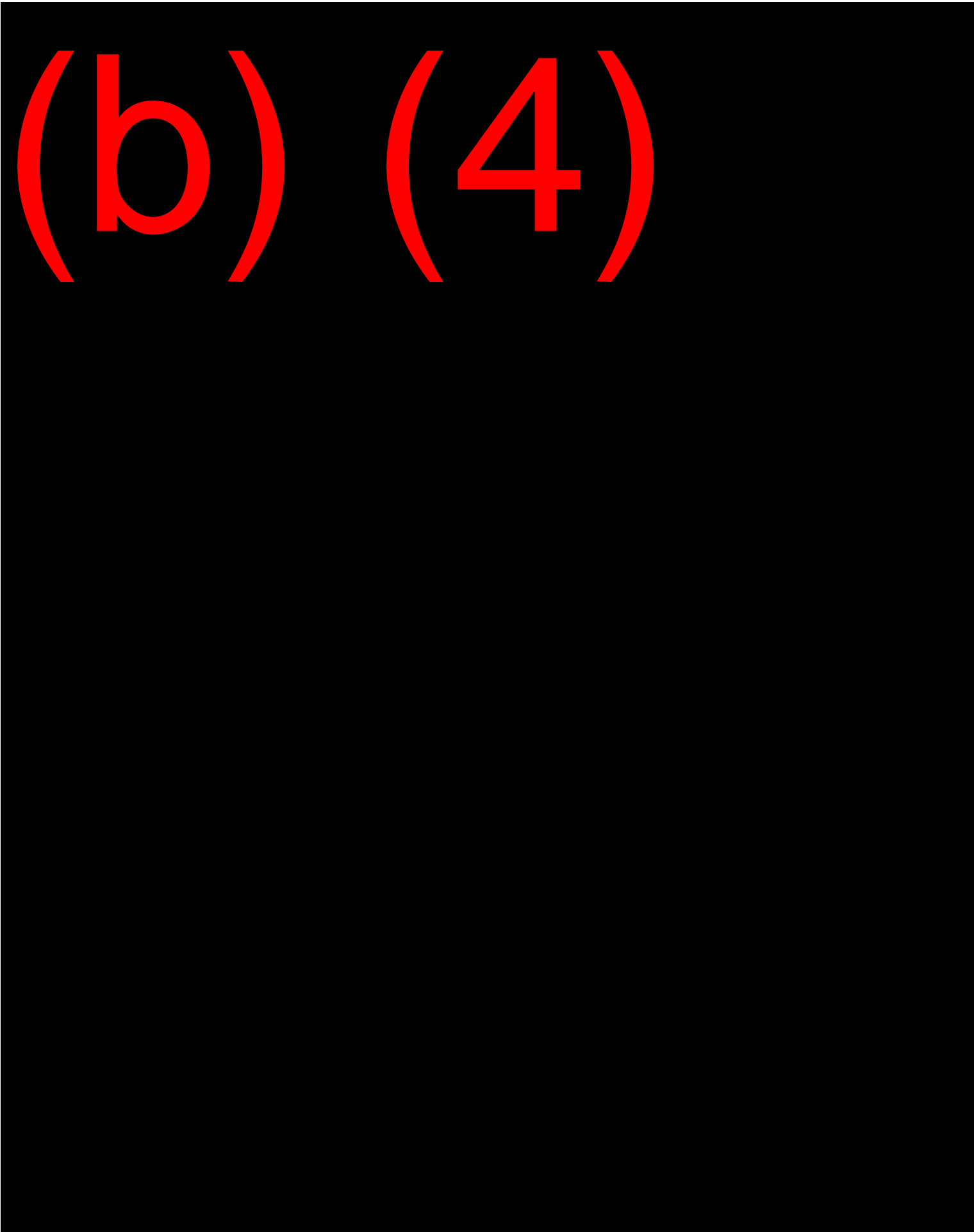
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ENGINEER AGREEMENT

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REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 1977-0225
Revision No.: 49
Date Of Last Revision: 02/24/2012

State: New York

Area: New York Counties of Bronx, Kings, New York, Queens, Richmond

Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for janitorial services at the above localities:

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
(not set) - Elevator Starter:		
Class A		24.661
Class B		24.630
Class C		24.586
(not set) - Foreperson:		
Class A		24.661
Class B		24.630
Class C		24.586
(not set) - Handyperson:		
Class A		24.773
Class B		24.742
Class C		24.698
(not set) - Janitorial Services (Other):		
Class A		22.648
Class B		22.617
Class C		22.573

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

MINIMUM HOURLY WAGE: The wage rates applicable depend on the classification of the contract. A contract is classified as A, B, or C by the area to be serviced under the contract according to the following definitions: Class A building - Gross area of more than 280,000 square feet; Class B building - Gross area of more than 120,000 and not over 280,000 square feet; Class C building - Gross area of less than 120,000 square feet. Gross area is the sum total of the areas existing on the various floors of the building covered by the contract, including the basement space, but excluding those portions of the building used for the public utilities and general operation of the property. Gross floor area is computed by measuring from the inside plaster surface of all exterior walls of space serviced on the floor, including columns, corridors, excluding porter's closets, slop sinks, toilets, elevator shafts. Employees, except elevator operators and starters, the majority of whose hours fall between 7:00 P.M., and 6:00 A.M. and who work seven (7) hours or more per day shall, in addition to their regular pay for scheduled hours, receive either additional straight time pay for one-half (1/2) hour or be relieved one-half (1/2) hour earlier.

- Employees working 6 hours: 25 minutes straight-time pay or relieved 25 minutes earlier.

- Employees working 5 hours: 15 minutes straight-time pay or relieved 15 minutes earlier.

MEAL MONEY: Any employee required to work at least four (4) hours of overtime shall receive \$15.00 as meal money.

HEALTH AND WELFARE: \$13,442.64 per year for all employees working more than two (2) days per week. Medical reimbursement increased from 85% to 90% of the first \$7500 after deductible.

VACATION: Three (3) days of paid vacation after six (6) months of service with a contractor or successor, two (2) weeks after one (1) year; three (3) weeks after five (5) years; four (4) weeks after fifteen (15) years; five weeks after twenty-five (25) years. 21 years - 21 working days, 22 years - 22 working days, 23 years - 23 working days and 24 years - 24 working days. Pro-rated vacation benefits are payable to terminated employees eligible for a paid vacation also the employee who leaves on his own accord unless he fails to give five (5) working days termination notice. Length of service includes the whole span of continuous service with the present (successor) contractor wherever employed and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Twelve (12) paid holidays per year: Martin Luther King, Jr's Birthday or Yom Kippur or a personal day, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, and Personal Leave Day. (A contractor may

substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.)

PENSION: \$86.75 per week for all employees working twenty (20) hours or more per week.

SICK PAY: Ten (10) paid sick days for bona fide illness during a calendar year, provided the employee has been employed at least one (1) year. Unused sick days shall be paid at a regular day's pay. An employee absent from duty due to illness only on a scheduled workday immediately before and/or on the scheduled workday after a holiday shall not be eligible for sick pay for said absent workday or workdays. Employees are limited to five (5) single day absences in a year. Employees who achieve one year's service after Jan. 1, shall receive a pro rata share of sickness benefits for the balance of the calendar year. ANY EMPLOYEE WHO HAS A PERFECT ATTENDANCE RECORD FOR THE CALENDAR YEAR SHALL RECEIVE AN ATTENDANCE BONUS OF \$125.00 IN ADDITION TO PAYMENT OF UNUSED SICK DAYS.

ATTENDANCE BONUS: Any employee who has a perfect attendance record for the calendar year shall receive an attendance bonus of \$125.00 in addition to payment of unused sick days.

TRAINING FUND: Contribution of \$169.60 annually per employee.

SERVICE CENTER VISIT: One (1) day of paid leave per year for use of benefit fund. Provided an employee has one year of service and gives one (1) week's notice to contractor. Such employee shall receive an additional day off with pay to visit the benefit fund office if such visit is required. Employee shall exhibit a signed statement of such a visit to receive payment for such days.

JURY DUTY: Employees who are required to qualify or serve on juries shall receive the difference between their regular rate of pay and the amount they receive for qualifying or serving on said jury with a maximum of three (3) weeks in any calendar year. Pending receipt of the jury duty pay, the contractor shall pay the employee his regular pay on his scheduled payday. As soon as the employee receives the jury duty pay, he shall reimburse the contractor by signing the jury paycheck over to the contractor.

ANNUITY FUND: Contribution of \$13.00 per week per employee.

BEREAVEMENT LEAVE: A regular employee with at least one (1) year of employment shall not be required to work for a maximum of three (3) days immediately following the

death of an immediate family member (parent, brother, sister, spouse or child). Employee shall be paid regular straight time wages for any such three (3) days on which he was regularly scheduled to work or receive holiday pay. With respect to grandparents, the contractor shall grant a paid day off on the day of the funeral if such day is a regularly scheduled workday.

PRE-PAID LEGAL FUND: \$199.60 annually per employee.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage

determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS **

Elevator Starter:

Chief responsibility is to direct elevator operations and traffic in the building and does not normally operate an elevator.

Foreperson:

Differs from a porter or cleaning person in that the main responsibility is to direct cleaning operations.

Handyperson:

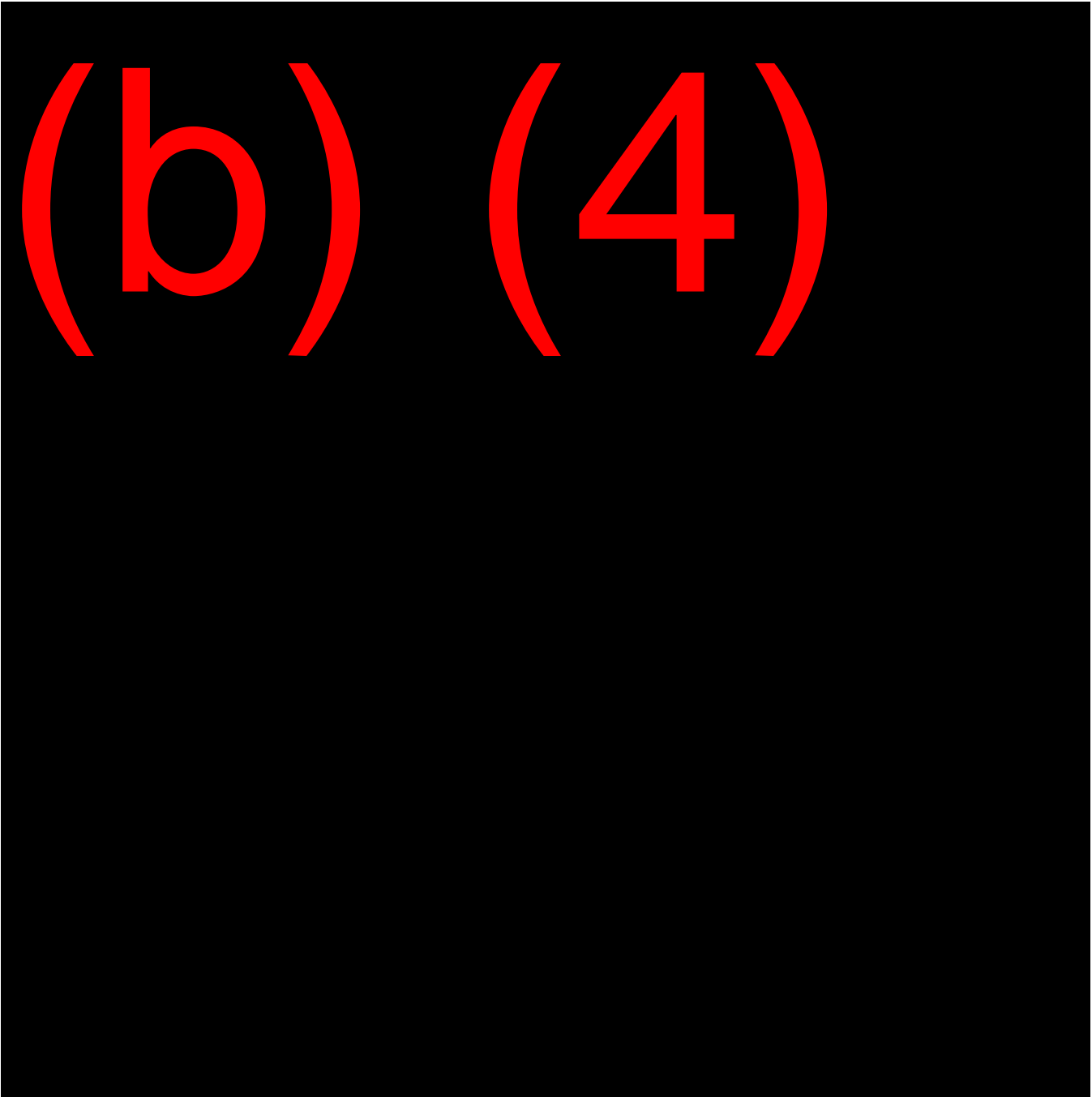
Possesses a certain amount of mechanical or technical skill and devotes more than fifty (50) percent of working time in a building to work involving such skill.

Janitorial Services (Other):

Include elevator operators, porters, porter/watchmen, cleaning persons, matrons, security porters, fire safety directors, exterminators, and all other service employees employed in the building under the jurisdiction of the union except those other classifications specified.

AGREEMENT

(b) (4)



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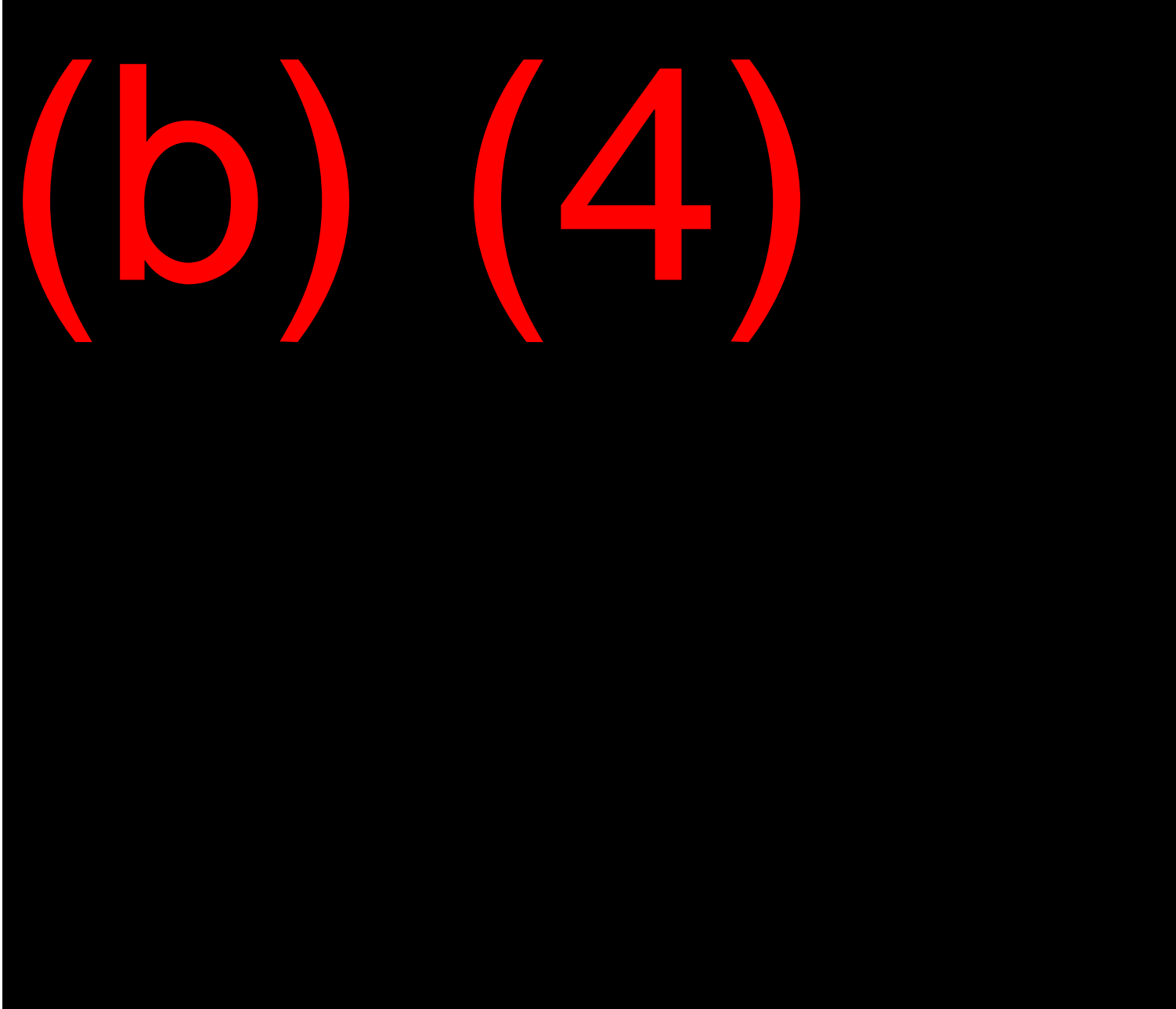
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LCOR ASSET MANAGEMENT LIMITED PARTNERSHIP

SMALL BUSINESS SUBCONTRACTING PLAN

(b) (4)



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REPORTING INSTRUCTIONS FOR CONTRACTORS

Electronic Subcontracting Reporting System web-based reporting requirements found at FAR clause 52.219-9(l):

The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) *ISR.* This report is **not** required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR.*

(i) *Reports submitted under individual contract plans—*

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1,500,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

Contracting Officer	(insert e-mail addresses)
Small Business Technical Advisor	(email address for specific region/office/service/agency)
Subcontracting Manager, Office of Small Business Utilization	(janice.keys@gsa.gov or applicable alternate agency)
Small Business Administration Representative (found at www.sba.gov/aboutsba/sbaprograms/gcbd/GC_PCRD1.html)	(use address where contractor is located)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages 1 5	
2. AMENDMENT MODIFICATION NO. PO01		3. EFFECTIVE DATE NOV 01, 2013		4. REQUISITION/PURCHASE REQ. NO. 2PSMG-14-0014		5. PROJECT NO. (if applicable)	
6. ISSUED BY OPERATIONS BRANCH B 26 FEDERAL PLAZA NEW YORK NY 10278 CODE 2PQB				7. ADMINISTERED BY (If other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) LCOR ASSET MANAGEMENT LTD 850 CASSATT ROAD, STE 300 BERWYN PA 193122705 DUNS: 110560104 Cage Code: (b) (4)				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				CODE (b) (4)		FACILITY CODE	
10B. DATED (SEE ITEM 13) SEP 27, 2012							
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule				Modification Amount: \$8,424,750.60 Modification Obligated Amount: \$702,062.55			
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
x		D. OTHER (Specify type of modification and authority) 43-103(a)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
This modification is hereby issued to incorporate the following changes to this contract:							
1) Exercise Option 1 (11/01/2013 - 10/31/2014) The negotiated option yearly award amount is \$702,062.55 ...See Continuation Page Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) (b) (6)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawrence Eng, Contract Specialist 212-577-7902 lawrence.eng@gsa.gov			
15B. CONTRACTOR/OFFEROR (b) (6) (Signature of person authorized to sign)		15C. DATE SIGNED 10/29/13		16B. UNITED STATES OF AMERICA (b) (6)		16C. DATE SIGNED 10/30/13	

Continued from Block 14...

per month / \$8,424,750.60 per year. The certification of funding reflects only one month (November 1, 2013 to November 30, 2013) of funding in the amount of (b) (4)

The remaining 11 months are subject to the Limitation of Government's Obligation contract clause (See Item 2 below) and will be funded in one-month increments.

The contractor will be sent an e-mail to the address identified in Item 2 when the subsequent monthly increment of funding is approved.

2) Incorporates the attached Limitation of Government's Obligation clause into this contract.

CONTRACTOR E-MAIL: dchapman@lcor.com

CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov

3) Delegates Administrative Contracting Officer authority to: Michelle Coleman (Michelle.Coleman@gsa.gov. See attached Delegation of Authority Letter)

4) Provide for price adjustment pursuant to FAR Part 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts).

The contract price is being adjusted to reflect the Contractor's actual increase in applicable wages and fringe benefits as a result of LCOR's 2011 R.A.B. Agreement dated April 22, 2011, Local 3 Agreement effective November 1, 2011 through October 31, 2014, and Wage Determination No. 1977-0225 Revision 50 dated January 4, 2013. For the time period covering November 1 2013 through October 31, 2011, the Contractor is entitled to an increase of (b) (4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	<p>Accounting and Appropriation Data: 1B3BB0001.2014.192X.02.PG61.P0225100.K08.PGA61. .NY0282ZZ. . Cost Applied: (b) (4)</p> <p>1B3BB0001.2014.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. . Cost Applied: (b) (4)</p> <p>1B3BB0001.2014.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. . Cost Applied: (b) (4)</p> <p>1B3BB0001.2014.192X.02.PG61.P0225100.K08.PGA21. .NY0282ZZ. . Cost Applied: (b) (4)</p> <p>(Changed Line Item) Incorporates the attached Limitation of Government's Obligation clause into this contract. CONTRACTOR E-MAIL: dchapman@lcor.com CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of (b) (4) for the period of performance of 11/01/2013 to 11/30/2013. The remaining 11 months are subject to the Limitation of Government's Obligation clause which is attached and the remaining months will be funded in one-month increments. The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the Limitation of Government's Obligation contract clause. The contractor will be sent an email to the above email address when the subsequent monthly increment of funding is provided. The contract value is increased from \$7,886,797.56 by \$8,424,750.60 to \$16,311,548.16.</p>				
1001	<p>Option I - Price per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.</p> <p>Monthly Accounting and Appropriation Data: 1B3BB0001.2014.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. (b) (4)</p>			(b) (4)	8,424,750.60

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	1B3BB0001.2014.192X.02.PG61.P0225100.K08.PGA61. .NY0282ZZ. (b) (4)				
	1B3BB0001.2014.192X.02.PG61.P0225100.K08.PGA21. .NY0282ZZ. (b) (4)				
	1B3BB0001.2014.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. (b) (4)				
1002	Period of Performance: 11/01/2013 to 10/31/2014 (New Line Item) Maintenance/Architectural/Structural Repairs (performed during normal working hours) (Reference Sections C.36 and C.38) Quote a per hour price for providing maintenance/architectural/structural repair services that is expected to exceed the \$5,000 threshold.				(b) (4)
1003	Period of Performance: 11/01/2013 to 10/31/2014 (New Line Item) Maintenance/Architectural/Structural Repairs (performed during other than normal working hours). (Reference Sections C.36 and C.38) Quote a per hour price for providing maintenance/architectural/structural repair services that is expected to exceed the \$5,000 threshold.				(b) (4)
1004	Period of Performance: 11/01/2013 to 10/31/2014 (New Line Item) Overtime Services (Reference Section C.2.18) Quote a per hour price for providing overtime services for overtime utilities request.				(b) (4)
1005	Period of Performance: 11/01/2013 to 10/31/2014 (New Line Item) Emergency Overtime Response Services (Reference Section C.23.2) Quote a per hour price for providing emergency overtime response services when requested.				(b) (4)
1006	Period of Performance: 11/01/2013 to 10/31/2014 (New Line Item) Miscellaneous Services (performed during normal working hours) (Reference Sections C.17 and C.41) Quote a per hour price for providing miscellaneous services requested over the 45 hours per month threshold.				(b) (4)
1007	Period of Performance: 11/01/2013 to 10/31/2014 (New Line Item) Miscellaneous Services (performed during other than normal working hours) (Reference Sections C.17 and C.41) Quote a per hour price for providing miscellaneous services requested over the 45 hours per month threshold.				(b) (4)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
	Period of Performance: 11/01/2013 to 10/31/2014				

LIMITATION OF GOVERNMENT'S OBLIGATION

(b) (4) Contract line item 1001 is incrementally funded. For these item(s), the sum of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

November 1, 2013	
December 1, 2013	
January 1, 2014	
February 1, 2014	
March 1, 2014	
April 1, 2014	
May 1, 2014	
June 1, 2014	
July 1, 2014	
August 1, 2014	
September 1, 2014	
October 1, 2014	

(b) (4)



October 25, 2013

LCOR Asset Management Limited Partnership
One Penn Plaza, Suite 1801
New York, NY 10119
Attn: David Klock, Senior Vice President / Principal

Re: Building Operations and Maintenance Services for the
Jacob Javits Federal Building Complex
Contract No.: GS-06F-0026R / GS-02P-11-PV-D-0014 / GS-P-02-13-PV-5001
ADN: 1B3BB00001

Dear Mr. Klock:

Michelle Coleman is hereby designated as an Administrative Contracting Officer (ACO)

The ACO is delegated the authority to take the following actions:

- a. To be thoroughly familiar with the incremental obligation/ funding schedule of the contract and all subsequent changes to the schedule;
- b. To timely respond to the daily funds certification request report and to provide the timely approval of the scheduled obligation for all contracts identified in the daily funds certification report;
- c. To certify, to the Office of the Chief Financial Officer(OCFO), that the contracts in the daily reports should be obligated in the amounts specified in the contracts schedules;
- d. Establish liaison between the OCFO and the CO on all financial matters pertaining to the schedule.
- e. To forward a cc of the daily report email, approving the obligation, to the COs so that they can have for their contract file.
- f. To notify the contractor, by email, of the availability of incremental funds, in accordance with the Limitation of Government's Obligation Clause.

The ACO is not authorized to take any other actions on this contract(s) which includes but are not limited to:

- a. The ACO is not authorized to make any agreements or commitments or to sign a contract modification thereto, which involves price, quantity, and quality or performance time.
- b. The ACO is not authorized to issue any Final Decisions under the Disputes Clause.
- c. The ACO is not authorized to terminate the contract under the Termination for Default Clauses.

If you have any questions, please contact me at (212) 264-2729.

Sincerely,

(b) (6)

Lawrence Eng
Contracting Officer
Acquisition Management Division
Operation Branch B (2PQB)
Public Buildings Service

cc: Official / Reading file

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages	
2. AMENDMENT MODIFICATION NO. PA02		3. EFFECTIVE DATE JUL 22, 2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY OPERATIONS BRANCH B 26 FEDERAL PLAZA NEW YORK NY 10278 CODE 2PQB				7. ADMINISTERED BY (If other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) LCOR ASSET MANAGEMENT LTD 850 CASSATT ROAD, STE 300 BERWYN PA 19312 DUNS: 110560104 Cage Code: (b) (4)				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0026R/GS-02P-11-PV-D-0014/GS-P-02-13-PV-5001	
						10B. DATED (SEE ITEM 13) SEP 27, 2012	
CODE (b) (4)		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)						Modification Amount (b) (4)	
See Schedule						Modification Obligated Amount	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)							
This Modification No. PA02 is hereby issued to incorporate the following:							
1) Accounting codes - all Sub Object Class codes, for all accounting lines on this order will be changed to K08 retroactive to October 1, 2013.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Lawrence Eng, Contract Specialist 212-577-7902 lawrence.eng@gsa.gov			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				(b) (6)		7/22/14	

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>(Changed Line Item)</p> <p>Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.</p> <p>Accounting and Appropriation Data: 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA47. .NY0282ZZ. (b) (4) 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA61. .NY0282ZZ. (b) (4) 1B3BB0001.2013.192X.02.PG61.P0225100.K06.PGA21. .NY0282ZZ. (b) (4) 1B3BB0001.2013.192X.02.PG61.P0225100.K08.PGA46. .NY0282ZZ. (b) (4) DELIVERY DATE: 10/31/2013 SHIP TO: FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278 Period of Performance: 11/01/2012 to 10/31/2013</p>				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code		Page of Pages 1 1	
2. AMENDMENT MODIFICATION NO. PA03		3. EFFECTIVE DATE OCT 09, 2014		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (if applicable)	
6. ISSUED BY OPERATIONS BRANCH B 26 FEDERAL PLAZA NEW YORK NY 10278				7. ADMINISTERED BY (If other than item 6) CODE See Block 6			
8. NAME AND ADDRESS OF CONTRACTOR (NO., Street, Country, State and ZIP Code) LCOR ASSET MANAGEMENT LTD (b) (4) DUNS: 110560104 Cage Code (b) (4)				(x)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. GS-06F-0026R/GS-02P-11-PV-D-0014/GS-P-02-13-PV-5001	
						10B. DATED (SEE ITEM 13) SEP 27, 2012	
CODE (b) (4)		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OR OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)						Modification Amount (b) (4)	
See Schedule						Modification Obligated Amount (b) (4)	
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
Check One	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
	D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) Modification No. PA03 is being issued to reconcile the total award amount and total obligated amount as a result of LOGO. A total of \$(b) (4) was obligated in Comprizon, an additional (b) (4) required to be obligated in Comprizon.							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lawrence Eng, Contract Specialist 212-577-7902 lawrence.eng@gsa.gov			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)		(b) (6)		(b) (6)		OCT 09, 2014	

Continued from Block 14...

The negotiated option yearly award amount is \$720,185.19 per month / \$8,642,222.28 per year. The certification of funding reflects only one month (November 1, 2014 to November 30, 2014) of funding in the amount of (b) (4) [REDACTED]. The remaining 11 months are subject to the Limitation of Government's Obligation contract clause and will be funded in one-month increments. The contractor will be sent an e-mail when the subsequent monthly increment of funding is approved.

2) FAR 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)

In accordance with the above, the contractor is entitled to an annual price adjustment. Any adjustment will be limited to increases or decreases in wages and fringe benefits and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not include any amount for general and administrative costs, overhead, or profit. Since the latest collective bargaining agreement has not been finalized, the Government and Contractor agree to issue this modification at the existing contractual rates and provide a price adjustment in accordance to FAR 52.222.43 when the collective bargaining agreement is finalized.

3) Incorporated by reference are the following Collective Bargaining Agreements and Wage Determinations:

- a) Collective Bargaining Agreement - International Union of Operating Engineers AFL-CIO, Local Union 94, 94A, 94B
- b) Collective Bargaining Agreement - International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 3
- c) Service Contract Act - Wage Determination No. 1977-0225 Revision 52

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2001	<p>(Changed Line Item)</p> <p>This award is a fixed price incrementally funded building service contract. The certification of funding reflects only one month of funding in the amount of \$720,185.19 for the period of performance of 11/01/2014 to 11/30/2014. The remaining 11 months are subject to the Limitation of Government's Obligation clause which is attached and the remaining months will be funded in one-month increments.</p> <p>The PBS Office of Acquisition Management has been delegated administrative contracting officer (ACO) authority ensure that the incremental funding is obligated in accordance with the schedule contained in the Limitation of Government's Obligation contract clause. The contractor will be sent an email to the below email address when the subsequent monthly increment of funding is provided.</p> <p>CONTRACTOR E-MAIL: dchapman@lcor.com</p> <p>CONTRACTING OFFICER E-MAIL: lawrence.eng@gsa.gov</p> <p>The contract value is increased from \$8,642,222.28 by \$8,642,222.28 to \$24,998,599.86.</p> <p>Accounting and Appropriation Data (Monthly)</p> <p>1B2B00191.2015.192X.02.PG61.P0225200.K08.PGA47.NY0282ZZ (b) (4)</p> <p>1B2B00191.2015.192X.02.PG61.P0225200.K08.PGA46.NY0282ZZ (b) (4)</p> <p>1B2B00191.2015.192X.02.PG61.P0225200.K08.PGA21.NY0282ZZ (b) (4)</p> <p>1B2B00191.2015.192X.02.PG61.P0225200.K08.PGA61.NY0282ZZ (b) (4)</p>				
	<p>Option II - Quote a per month price to provide building operations and maintenances services as requested in Section C. Services include mechanical equipment operation, maintenance, service calls, maintenance repairs, architectural & structural repairs, miscellaneous services (45 man-hours per month) and related services as described in Section C. The services are to be provided for the Jacob K. Javits Federal Building, the Court of International Trade, and the Centre Street Parking Garage.</p> <p>Accounting and Appropriation Data: 1B3BB0001.2015.192X.02.PG61.P0225100.K08.PGA47.NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2015.192X.02.PG61.P0225100.K08.PGA61.NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2015.192X.02.PG61.P0225100.K08.PGA21.NY0282ZZ. . (b) (4)</p> <p>1B3BB0001.2015.192X.02.PG61.P0225100.K08.PGA46.NY0282ZZ. . (b) (4)</p> <p>DELIVERY DATE: 10/31/2015</p> <p>SHIP TO: FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278</p>	(b) (4)			8,642,222.28

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2002	Period of Performance: 11/01/2014 to 10/31/2015 Pricing Option: Firm-Fixed-Price (New Line Item)				
	Maintenance/Architectural/Structural Repairs (performed during normal working hours) (Reference Sections C.36 and C.38) Quote a per hour price for providing maintenance/architectural/structural repair services that is expected to exceed the \$5,000 threshold. DELIVERY DATE: 10/31/2015 SHIP TO: FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278 Period of Performance: 11/01/2014 to 10/31/2015	(b) (4)			
2003	(New Line Item)				
	Maintenance/Architectural/Structural Repairs (performed during other than normal working hours). (Reference Sections C.36 and C.38) Quote a per hour price for providing maintenance/architectural/structural repair services that is expected to exceed the \$5,000 threshold. DELIVERY DATE: 10/31/2015 SHIP TO: FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278 Period of Performance: 11/01/2014 to 10/31/2015	(b) (4)			
2004	(New Line Item)				
	Overtime Services (Reference Section C.2.18) Quote a per hour price for providing overtime services for overtime utilities request. DELIVERY DATE: 10/31/2015 SHIP TO: FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278 Period of Performance: 11/01/2014 to 10/31/2015	(b) (4)			
2005	(New Line Item)				
	Emergency Overtime Response Services (Reference Section C.23.2) Quote a per hour price for providing emergency overtime response services when requested. DELIVERY DATE: 10/31/2015 SHIP TO: FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278 Period of Performance: 11/01/2014 to 10/31/2015	(b) (4)			

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
2006	<p>(New Line Item)</p> <p>Miscellaneous Services (performed during normal working hours) (Reference Sections C.17 and C.41) Quote a per hour price for providing miscellaneous services requested over the 45 hours per month threshold.</p> <p>DELIVERY DATE: 10/31/2015 SHIP TO: FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278 Period of Performance: 11/01/2014 to 10/31/2015</p>	(b) (4)			
2007	<p>(New Line Item)</p> <p>Miscellaneous Services (performed during other than normal working hours) (Reference Sections C.17 and C.41) Quote a per hour price for providing miscellaneous services requested over the 45 hours per month threshold.</p> <p>DELIVERY DATE: 10/31/2015 SHIP TO: FEDERAL PLAZA FIELD OFFICE GSA, PUBLIC BUILDING SERVICES (2PSMF) 26 FEDERAL PLAZA, RM 2-100 NEW YORK NY 10278 Period of Performance: 11/01/2014 to 10/31/2015</p>	(b) (4)			

LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Contract line item 2001 is incrementally funded. For these item(s), the sum of (b) (4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in Paragraph (J) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor shall be notified that funding is available by email (as annotated on the award document) to the contractor 15 days prior to the incremental funding dates as outlined in Paragraph J. Notice of funding will also be provided via a website (<https://finance3.gsa.gov>). If after such notification additional funds are not allotted prior to the expiration date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor agrees to continue performance in accordance with the contract. The provisions of paragraphs (b) and (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below in Paragraph J, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. § 1342.

(j) The parties contemplate that the Government will allot funds to this contract in increments from the date of award in accordance with the following schedule:

Date of Modification Execution	(b) (4)
December 1, 2014	
January 1, 2015	
February 1, 2015	
March 1, 2015	
April 1, 2015	
May 1, 2015	
June 1, 2015	
July 1, 2015	
August 1, 2015	
September 1, 2015	
October 1, 2015	

CBA WAGE ADJUSTMENT SPREADSHEET

LOCATION:	26 Federal Plaza, New York, NY
CONTRACT INSTRUMENT:	GS-06F-0026R / GS-02P-11-PV-D-0014 / GS-P-02-13-PV-5001 - Modification NO. PO04
CONTRACTOR:	LCOR Asset Management Limited Partnership
SERVICES PROVIDED:	Building Operations & Maintenance Service
EFFECTIVE PERIOD:	11/01/2014 to 10/31/2015

Based upon data from:	Collective Bargaining Agreement	International Union of Operating Engineers AFL-CIO, Local Union 94, 94A, 94B
	Collective Bargaining Agreement	International Brotherhood of Electrical Workers, AFL-CIO, Local Union No. 3
	Service Contract Act	Wage Determination No. 1977-0225 Revision 52

Labor Classification	Positions	Wages	Pension	Annuity	Sick Leave	Labor Burden	Subtotal
Chief Engineer	(b) (4)						
Assist. Chief Engineer							
Operating Engineer							
Operating Engineer (Special Equip)							
Operating Engineer (Special Rate)							
Mechanic							
Maintenance Foreman							
Lead Carpenter Mechanic							
Lead PM Mechanic							
Helper							
Locksmith							
Fire Safety Director							
Dep. Fire Safety Director							
Total =							\$ -

Periods of Performance	Start	End	O&M	Elevator	Escalation	Monthly	Annual
Base Period	11/1/2012	10/31/2013	(b)	(4)			\$ 7,886,797.56
Mod No. PS01 - Option Period 1	11/1/2013	10/31/2014					\$ 8,469,580.02
Mod No. PA02 - Adm. Accounting Code	11/1/2013	10/31/2014					\$ -
Mod No. PA03 - Adm. LoGO Reconcile	11/1/2013	10/31/2014					
Mod No. PS04 - Option Period 2	11/1/2014	10/31/2015					\$ 8,642,222.28
					</		